



**Tuesday, April 5, 2022
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2022-247** Approve the minutes for the March 21 & 22, 2022 meetings of the City Council.
2. **2022-212** Approve and authorize the Mayor to execute the Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo and authorize recording of the same.
3. **2022-236** Approve contract with Neel-Schaffer, Inc. to provide engineering services for the 31st Avenue, Chevy Chase Drive, and Lorraine Street Improvements Project, also known as the Midtown MDA project (Project No. DECD-0018(36)BO) and authorize the Mayor to execute in duplicate.
4. **2022-237** Approve the Proposed Mississippi Development Authority Economic Development Highway Construction Program for the City of Hattiesburg Project Number DECD-0018(36)BO known as the 31st Avenue, Chevy Chase Drive, and Lorraine Street Improvements Project and authorize the Mayor and Council Members to execute in duplicate.
5. **2022-228** Approve contract with Collins and Null Appraisals, Inc. to provide Right-of-Way and Appraisal services for the Gordon's Creek Commons TAP project; Authorize the Mayor to execute in duplicate.
6. **2022-229** Approve contract with Atlas Right of Way Services to provide Right-of-Way and Property Acquisition services for the Gordon's Creek Commons TAP Project; Authorize the Mayor to execute in duplicate.
7. **2022-220** Approve subcontracts with Atwood Fence Co., Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie

project; Authorize the mayor to execute in multiples.

8. **2022-224** Approve Lighting Agreement with Mississippi Power Company for lighting changes on Mamie Street from Highway 49 to S 10th Avenue for a monthly savings of \$23.04, and authorize the Mayor to execute the same.
9. **2022-238** Authorize the Mayor to execute a duplicate original contract between the City of Hattiesburg Parks and Recreation Department and Michelle Williams, for the Management Operation of the City of Hattiesburg Summer Aquatic Program.
10. **2022-239** Ratify and confirm the Mayor's re-appointment of Frank James to the Tourism Commission for a term beginning April 6, 2022 and ending April 5, 2027.
11. **2022-241** Ratify and confirm the Mayor's appointment of Dr. Joe Paul to the Hattiesburg Tourism Commission for a term beginning April 6, 2022 and ending April 5, 2027.
12. **2022-243** Ratify and confirm the Mayor's appointment of Bernard Green to the Southeast Mississippi Community Investment Corporation Board of Directors to fill the unexpired term of Amber D. Sumrall, for a term beginning April 5, 2022 and ending January 4, 2024.
13. **2022-240** Adopt a Resolution amending the City of Hattiesburg Services and Facilities Plan for proposed annexation.
14. **2022-242** Approve Agreement between City of Hattiesburg and Doleac Electric Company, Inc., to provide generator maintenance professional services.
15. **2022-246** Ratify and confirm the Mayor's re-appointment of Michelle Shinall (W1) to the Hattiesburg Police Citizen Review Board for a term beginning December 8, 2021 and ending December 7, 2025.
16. **2022-245** Ratify and confirm the Mayor's re-appointment of Jennifer Garriga (W5) to the Hattiesburg Police Citizen Review Board for a term beginning December 8, 2021 and ending December 7, 2025.
17. **2022-244** Ratify and confirm the Mayor's appointment of Michael Jordan (Business) to the Hattiesburg Police Citizen Review Board for a term beginning April 6, 2022 and ending December 7, 2025.
18. **2022-230** Ratify and confirm the Mayor's appointment of Markus Simmons (W3) to the Historic Conservation Commission for a term beginning April 6, 2022 and ending April 5, 2027.

19. **2022-231** Ratify and confirm the Mayor's appointment of Sarah Halliwell Carver (W4) to the Historic Conservation Commission to fill the unexpired term of Mary Halliwell beginning April 6, 2022 and ending June 24, 2025.
20. **2022-232** Ratify and confirm the Mayor's appointment of Carlos Wilson (W2) to the Hattiesburg Planning Commission for a five year term beginning May 13, 2022 and ending May 12, 2027.
21. **2022-234** Ratify and confirm the Mayor's re-appointment of Charles Dawe (W4) to the Hattiesburg Planning Commission for a five year term beginning May 13, 2022 and ending May 12, 2027.
22. **2022-233** Ratify and confirm the Mayor's re-appointment of Shawn Harris (W3) to the Board of Adjustment for a three year term beginning June 1, 2022 and ending May 31, 2025.
23. **2022-227** Acknowledge the bid received March 24, 2022 for the Hangar 6 Door Replacement Project and reject said bid due to being significantly over the engineer's probable cost estimate.

ROUTINE AGENDA

1. **2022-214** Authorize and approve publication of notice of public comment period from April 14, 2022, to April 25, 2022, and authorize publication of the same on April 14, 2022, and April 21, 2022, by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendments to the FY 2021-2024 Transportation Improvement Plan (TIP) – transit section.
2. **2022-221** Acknowledge the bid received March 24, 2022 by the Hattiesburg Police Department for the lease of fifteen(15) police cars and accept the bid of Enterprise Fleet Management as the best and only bid received.
3. **2022-223** Acknowledge receipt of the two quote docket.
4. **2022-225** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}
5. **2022-216** Approve the City's purchase of (2) two grave spaces, located in the Northwest Quarter (NW 1/4), of Lot 72, Section 24, at Highland Cemetery, Minute Book # 2011-5, Page 598-601, in the amount of \$ 350.00, from David E. & Mary M. Bast, Authorize manual check for the same.

6. **2022-215** Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.

7. **2022-235** Approve claims docket for the period ending March 31, 2022.

In Memoriam:

- Chief Frazier Bolton
- Mr. Genoice Sloan
- Mr. Eddie Bullock
- Mr. John Evans
- Mr. Frank Polk
- Mr. Rodney Richardson
- Mr. Richard M. Zachary
- Mrs. Catherine M. Starr
- Mr. William Oliver
- Mrs. Jessie Roberta Barnes McGilvery

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 5, 2022

Re: Approve the minutes for the March 21 & 22, 2022 meetings of the City Council.
File Number: 2022-247
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

Published Agenda



Monday, March 21, 2022	City Council	Council Chambers
4:00 PM	Monday Meeting Agenda	200 Forrest Street

- Call to Order**
- Agenda Review**
- Citizens' Forum**
- Meeting Recess**

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council** was held at **4:00 p.m. Monday, March 21, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on March 8, 2022.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public. Absent: Council Member Deborah Delgado, Ward 2.

Council President Carroll Called the meeting to order.

The Mayor and the Council members welcomed two Sacred Heart students who attended the Council meeting.

Council President Carroll stated the Council meeting time would be moved to 10:00 a.m. due to the inclement weather, by unanimous consent.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

Following discussion of agenda items, Council President Carroll closed the Agenda Review.

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

He stated the procedures and invited members of the public to speak.

There were no citizens present who wished to address the Council.

Council Vice President George closed the Citizen Forum.

Executive Session

A MOTION was made by Council Vice President George for the Council to enter closed session to determine the need to enter Executive Session at 4:12 p.m.

Council President Carroll asked for the Chambers to be cleared at this time.

A MOTION was made by Council Vice President George and seconded by Council Member Ware to enter Executive Session to discuss strategy or negotiations with respect possible litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25 41 7 (b) at 4:14 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss strategy or negotiations with respect to possible litigation.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Officer Ross Kinsey; Clerk of Council, Ronda Cole; Deputy Clerk of Council, Lisa Luu Jolly; and Attorney Keith Turner of Watkins & Eager law firm.

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize Attorney Keith Turner to draft to a 60-day contract extension with the USA Yeast Company, LLC, with the conditions that USA Yeast Company, LLC pay the ordinance-based water and sewer rates; conduct daily sampling; and shall operate at no more than 50% capacity.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Attorney Keith Turner left the room at 4:36 p.m.

A MOTION was made by Council Vice President George and seconded by Council Member Ware to exit the Executive Session and re-open the meeting to the public at 4:39 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Meeting Recess

Council President Carroll declared the **meeting recessed at 4:41 p.m., this 21st day of March, 2022**, by unanimous consent, until the 22nd day of March, 2022.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, March 21, 2022
10:00 AM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- 1. 2022-183** Approve the minutes for the March 7 & 8, 2022 meetings of the City Council.
- 2. 2022-162** Adopt an Ordinance filed by Reed Nelson, Representative Jones Companies LLC, Representative, William Drinkwater and Sheldon Alston, Representatives, to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN , Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3. Ward 3. The Planning Commission recommended to approve on March 2, 2022.
- 3. 2022-161** Adopt an Ordinance filed by Michael Long, Applicant, and Floyd Gray, Owner, to change the zoning classification for certain properties located on Classic Drive (Parcel 2-025M-35-033.00, 2-025M-35-032.00; PPIN 9550, 9547, Ward 1) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7 R-3 (Multi-family residential) to Section 4.5.4, R-1B (Single-Family Residential) District. The Planning Commission recommended to deny on March 2, 2022.
- 4. 2022-176** Adopt a Resolution requesting that the Mississippi Department of Transportation (MDOT) initiate the Blueways Master Plan Project and authorize the Mayor to execute initiation request letter.
- 5. 2022-166** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the West 7th Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.
- 6. 2022-169** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Mable Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.
- 7. 2022-172** Approve Letter Agreement between the City and Neel-Schaffer, Inc. for engineering services related to the Lincoln Road Paving Project and authorize the Mayor to execute in duplicate.
- 8. 2022-177** Approve Letter Agreements with Neel-Schaffer, Inc. for engineering services related to the Jaycee Park Renovation project, including 2 Fields, Common Area, parking lot and sidewalks, and authorize the Mayor to execute in duplicate.
- 9. 2022-159** Approve Letter Agreement with Jackson, Tullos & Rogers, PLLC for property acquisition services related to the Gordon Creek Commons project and authorize the Mayor to execute in duplicate.
- 10. 2022-164** Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Audubon-Westwood & Lynnwood Neighborhoods Water Improvements Project reducing the contract amount by \$73,547.72 for a final contract amount of \$811,433.96 and authorize the Mayor to execute in triplicate; Acknowledge receipt of closing documents; Approve final acceptance of project; Authorize issuance of manual check in payment of final pay estimate to contractor.
- 11. 2022-170** Approve renewal of Agreement (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.
- 12. 2022-167** Acknowledge receipt of closing documents for the Quinn Street Speed Tables project; Authorize final acceptance of the project; Authorize issuance of a manual check in payment of contractor's final pay estimate.
- 13. 2022-173** Acknowledge receipt of closing documents for the Tatum Park Lighting - Fields 13 & 15 project; Authorize final acceptance of project; Authorize issuance of manual check in payment of contractor's final pay application.

ROUTINE AGENDA

- 1. **2022-160** Acknowledge receipt of the Privilege Tax License monthly report for February 2022.
- 2. **2022-168** Acknowledge Proof of Publications for Hub City Spokes for the month of February 2022.
- 3. **2022-181** Acknowledge publication of Notice of Public Hearing regarding the City of Hattiesburg’s 2022 Action Plan and Lead Hazard Control Grant.
- 4. **2022-174** Acknowledge receipt of two quote bids for the construction of The Jook Music Park and accept the bid of Sammy Graham in the amount of \$48,400.00 as the lowest bid received (Two quote bids for construction project).
- 5. **2022-180** Acknowledge final version of 2021 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD).
- 6. **2022-179** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}
- 7. **2022-178** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
- 8. **2022-165** Approve plans and specifications for the North 28th Avenue Bridge Replacement project and authorize advertisement for bids.
- 9. **2022-163** Approve plans and specifications for the Midtown Overlay Infrastructure Improvement project and authorize advertisement for bids.
- 10. **2022-158** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 11. **2022-182** Approve claims docket for the period ending March 18, 2022.

In Memoriam:

- **Mr. Michael Hartfield**
- **Mr. Curtis Hinton, Sr.**
- **Mrs. Mary Davis Halliwell**
- **Mrs. Annette Richards**
- **(Meridian) Councilwoman Barbara Henson**
- **Mrs. Regina Adams**

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 10:00 a.m. Tuesday, March 22, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on March 21, 2022.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Dave Ware, Ward 4 (via teleconference); and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2022-183** Approve the minutes for the March 7 & 8, 2022 meetings of the City Council.

Attachments: 3-7-2022 AR, WS Mins
 3-8-2022 XS Mins

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the minutes for the March 7 & 8, 2022 meetings of the City Council.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

2. **2022-162** Adopt an Ordinance filed by Reed Nelson, Representative Jones Companies LLC, Representative, William Drinkwater and Sheldon Alston, Representatives, to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN , Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3. Ward 3. The Planning Commission recommended to approve on March 2, 2022.

Attachments: HPC Item A March 2022
 Ordinance - Midtown Rezoning
 MINUTES HPC March 2022

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt an Ordinance (#3309) filed by Reed Nelson, Representative Jones Companies LLC, Representative, William Drinkwater and Sheldon Alston, Representatives, to change the zoning classification for certain properties located on S. 30th Avenue, S. 31st Avenue (PPIN 20855 Parcel 2-028N-07-068.00, PPIN 20850 Parcel 2-028N-07-064.00, PPIN , Ward 3) from Midtown Form-Based Code Section 2.5 Residential Attached District RA-3 to Section 2.3 Mixed Use District MX-3. Ward 3.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

3. **2022-161** Adopt an Ordinance filed by Michael Long, Applicant, and Floyd Gray, Owner, to change the zoning classification for certain properties located on Classic Drive (Parcel 2-025M-35-033.00, 2-025M-35-032.00; PPIN 9550, 9547, Ward 1) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7 R-3 (Multi-family residential) to Section 4.5.4, R-1B (Single-Family Residential) District. The Planning Commission recommended to deny on March 2, 2022.

Attachments: HPC Item B March 2022
 MINUTES HPC March 2022
 Ordinance - Classic Drive Rezoning (HPC DENIAL)

A MOTION was made by Council Vice President George and seconded by Council Member Brown to DENY an Ordinance filed by Michael Long, Applicant, and Floyd Gray, Owner, to change the zoning

classification for certain properties located on Classic Drive (Parcel 2-025M-35-033.00, 2-025M-35-032.00; PPIN 9550, 9547, Ward 1) from Section 4.5.1 A-1 (Agricultural) District and Section 4.5.7 R-3 (Multi-family residential) to Section 4.5.4, R-1B (Single-Family Residential) District.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

4. **2022-176** Adopt a Resolution requesting that the Mississippi Department of Transportation (MDOT) initiate the Blueways Master Plan Project and authorize the Mayor to execute initiation request letter

Attachments: Initiation Request Ltr
Resolution to Initiate Blueways Master Plan Project

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt a Resolution (#2022-22) requesting that the Mississippi Department of Transportation (MDOT) initiate the Blueways Master Plan Project and authorize the Mayor to execute initiation request letter.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

5. **2022-166** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the West 7th Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.

Attachments: 12220-007_W7thSt_Standard Form Agreement between Owner and Engineer

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the West 7th Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

6. **2022-169** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Mable Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.

Attachments: 12220-003 Standard Form Agreement between Owner and Engineer

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Mable Street Infrastructure Improvements project and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

7. **2022-172** Approve Letter Agreement between the City and Neel-Schaffer, Inc. for engineering services related to the Lincoln Road Paving Project and authorize the Mayor to execute in duplicate.

Attachments: 3-14-22 Lincoln Road Paving Contract

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve Letter Agreement between the City and Neel-Schaffer, Inc. for engineering services related to the Lincoln Road Paving Project and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

8. **2022-177** Approve Letter Agreements with Neel-Schaffer, Inc. for engineering services related to the Jaycee Park Renovation project, including 2 Fields, Common Area, parking lot and sidewalks, and authorize the Mayor to execute in duplicate.

Attachments: Jaycee LetterAgree 3-14-22
Jaycee Park - Parking Lot
3-16-22 Jaycee Parking Lot

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Letter Agreements with Neel-Schaffer, Inc. for engineering services related to the Jaycee Park Renovation project, including 2 Fields, Common Area, parking lot and sidewalks, and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

9. **2022-159** Approve Letter Agreement with Jackson, Tullos & Rogers, PLLC for property acquisition services related to the Gordon Creek Commons project and authorize the Mayor to execute in duplicate.

Attachments: Engagement letter V2

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Letter Agreement with Jackson, Tullos & Rogers, PLLC for property acquisition services related to the Gordon Creek Commons project and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

10. **2022-164** Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Audubon-Westwood & Lynnwood Neighborhoods Water Improvements Project reducing the contract amount by \$73,547.72 for a final contract amount of \$811,433.96 and authorize the Mayor to execute in triplicate; Acknowledge receipt of closing documents; Approve final acceptance of project; Authorize issuance of manual check in payment of final pay estimate to contractor.

Attachments: Audubon Closing Documents
Audubon Supplemental Agreement No. 1

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Audubon-Westwood & Lynnwood Neighborhoods Water Improvements Project reducing the contract amount by \$73,547.72 for a final contract amount of \$811,433.96 and authorize the Mayor to execute in triplicate; Acknowledge receipt of closing documents; Approve final acceptance of project; Authorize issuance of manual check in payment of final pay estimate to contractor.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

11. **2022-170** Approve renewal of Agreement (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.

Attachments: Air Force Static Display Agreement

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve renewal of Agreement (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

12. **2022-167** Acknowledge receipt of closing documents for the Quinn Street Speed Tables project; Authorize final acceptance of the project; Authorize issuance of a manual check in payment of contractor's final pay estimate.

Attachments: Quinn Street Closing Documents

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Acknowledge receipt of closing documents for the Quinn Street Speed Tables project; Authorize final acceptance of the project; Authorize issuance of a manual check in payment of contractor's final pay estimate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

13. **2022-173** Acknowledge receipt of closing documents for the Tatum Park Lighting - Fields 13 & 15 project; Authorize final acceptance of project; Authorize issuance of manual check in payment of contractor's final pay application.

Attachments: Tatum Park Lighting Fields 13 & 15 Closing Docs

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Acknowledge receipt of closing documents for the Tatum Park Lighting - Fields 13 & 15 project; Authorize final acceptance of project; Authorize issuance of manual check in payment of contractor's final pay application.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Vice President George and seconded by Council Member Brown to approve the Routine Agenda.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

- | | | |
|-----|----------|--|
| 1. | 2022-160 | Acknowledge receipt of the Privilege Tax License monthly report for February 2022. |
| | | <u>Attachments:</u> <u>Privilege Tax License Mthly Feb 2022</u> |
| 2. | 2022-168 | Acknowledge Proof of Publications for Hub City Spokes for the month of February 2022. |
| | | <u>Attachments:</u> <u>Hub City Spokes Inv99440</u>
<u>Hub City Spokes Inv99467</u> |
| 3. | 2022-181 | Acknowledge publication of Notice of Public Hearing regarding the City of Hattiesburg's 2022 Action Plan and Lead Hazard Control Grant |
| | | <u>Attachments:</u> <u>NOTICE OF PUBLIC HEARING 2022 Action Plan</u> |
| 4. | 2022-174 | Acknowledge receipt of two quote bids for the construction of The Jook Music Park and accept the bid of Sammy Graham in the amount of \$48,400.00 as the lowest bid received (Two quote bids for construction project) |
| | | <u>Attachments:</u> <u>Jook Two Quote</u> |
| 5. | 2022-180 | Acknowledge final version of 2021 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD) |
| | | <u>Attachments:</u> <u>2021 CAPER_final</u> |
| 6. | 2022-179 | Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG} |
| | | <u>Attachments:</u> <u>Landry invoice_03222022</u>
<u>Manual Check Memo 03222022</u>
<u>BCS_03222022</u> |
| 7. | 2022-178 | Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement} |
| | | <u>Attachments:</u> <u>QEC Notice 04_2022</u> |
| 8. | 2022-165 | Approve plans and specifications for the North 28th Avenue Bridge Replacement project and authorize advertisement for bids. |
| | | <u>Attachments:</u> <u>Advertisement for Bids</u>
<u>12228 - Specifications - Street Ready Set - 2022-02-17 - with Stamp</u>
<u>12228 - Street Ready Plans - 2022-02-17 - with Stamp</u> |
| 9. | 2022-163 | Approve plans and specifications for the Midtown Overlay Infrastructure Improvement project and authorize advertisement for bids. |
| | | <u>Attachments:</u> <u>11298 Specs Street Ready Set 2022-03-09</u>
<u>11298 Plans Street Ready Set 2022-03-09</u>
<u>Advertisement for Bids</u> |
| 10. | 2022-158 | Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds. |
| | | <u>Attachments:</u> <u>Memo's (03-22-2022)</u>
<u>Receipts (03-22-2022)</u>
<u>Deeds (03-22-2022)</u> |
| 11. | 2022-182 | Approve claims docket for the period ending March 18, 2022. |
| | | <u>Attachments:</u> <u>DOCKET 22.18.03</u>
<u>20220317092128</u> |

In Memoriam:

A MOTION was made by Council President Carroll to Adjourn the meeting in memory of:

- Mr. Michael Hartfield
- Mr. Curtis Hinton, Sr.
- Mrs. Mary Davis Halliwell
- Mrs. Annette Richards
- (Meridian) Councilwoman Barbara Henson
- Mrs. Regina Adams

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 10:10 a.m., this 22nd day of March, 2022,**
by unanimous consent, until the 4th day of April, 2022.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, April 5, 2022

Re: Approve and authorize the Mayor to execute the Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo and authorize recording of the same.
File Number: 2022-212
Minute Book #

Summary

Approval of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Recommendation Statement

I recommend the approval of the release of lien documents for the properties on the attached list.

Please place this on the April 5, 2022 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Division Manager

DATE: April 5th, 2022

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED	NOTE
Prospera Growth Fund, LLC.	6563 Hwy 49 N.	27502	1337/692-693	Resolution 2021-57 \$20,410.77
Frank Brown and Ollie Haney	507 Katie Ave.	23831	1385/161-162	\$548.00

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	07/20/2021
BOOK:	1377
PAGE:	692-693
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$20,410.77
NAME:	Prospera Growth Fund, LLC. Resolution 2021-57

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

PARCEL: 2-024M-31-006.00, 6563 Hwy 49 N, Hattiesburg, MS, 39401 and better described as: Commencing at the Southwest Corner of the Northeast ¼ of the Southwest ¼ of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi; run thence North 250.6 feet; thence North68 degrees 51 minutes East a distance of 812.94 feet; thence Soth43 degrees 21 minutes East a distance of 40.4 feet along the Southwest right-of-way line U.S. Highway 49; thence North 46 degrees 39 minutes East along said right-of-way line a distance of 20.0 feet; thence run Southeasterly and along said right-of-way line a distance of 377.6 feet to the Point of Beginning; thence continue Southeasterly and along said Southwest right-of-way line a distance of 250 feet; thence South 43 degrees West a distance of 928 feet; thence North 43 degrees East a distance of 654.7 feet to the Point of Beginning. Being a part of the East ½ of the Southwest ¼ of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 5th day of April, 2022.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 5th day of April, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	10/19/2021
BOOK:	1385
PAGE:	161-162
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$548.00
NAME:	Frank Brown and Ollie Haney Resolution 2021-110

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

PARCEL: 2-038B-15-139.00, 507 Katie Avenue, Hattiesburg, MS, 39401 and better described as: Beginning at the Northwest Corner of Lot 14, Block 102 of the Robertson Place Survey and run East 50 feet thence South 200 feet; thence West 50 feet; and thence North 200 feet to the Point of Beginning, said Lot being 50 by 200 feet and being part of Lots 11, 12, 14, and 14 of Block 102 of the Robertson Place Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 5th day of April, 2022.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 5th day of April, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 5, 2022

Re: Approve contract with Neel-Schaffer, Inc. to provide engineering services for the 31st Avenue, Chevy Chase Drive, and Lorraine Street Improvements Project, also known as the Midtown MDA project (Project No. DECD-0018(36)BO) and authorize the Mayor to execute in duplicate.
File Number: 2022-236
Minute Book #

Summary

Approve contract with Neel-Schaffer, Inc. to provide engineering services for the 31st Avenue, Chevy Chase Drive, and Lorraine Street Improvements Project, also known as the Midtown MDA project (Project No. DECD-0018(36)BO) and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 5, 2022 City Council meeting for consideration.

**MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
CONSULTANT ENGINEERING CONTRACT
FOR
PROJECT NUMBER DECD-0018(36)BO.**

**CITY OF HATTIESBURG
FORREST COUNTY**

AND

**NEEL-SCHAFFER, INC.
704 Hardy Street
Hattiesburg, MS 39401
P.O. Box 1487
Hattiesburg, MS 39403-1487**

**FOR CONSTRUCTION OF THE
31st AVENUE, CHEVY CHASE DRIVE, AND
LORRAINE STREET IMPROVEMENTS PROJECT**

STATE OF MISSISSIPPI

CITY OF HATTIESBURG

THIS CONTRACT, made and entered into by and between the City of Hattiesburg, Mississippi, (the "CITY"), a body of the State of Mississippi, acting by and through the duly authorized Mayor of Hattiesburg, Mississippi, and Neel Schaffer, Inc. (the "CONSULTANT"), duly registered to do business in the State of Mississippi, whose address for mailing is P.O. Box 1487, Hattiesburg, Mississippi 39403-1487 effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY proposes to make roadway and drainage improvements along 31st Avenue from W. Arlington Loop to Chevy Chase Drive, Chevy Chase Drive, and Lorraine Street. in Hattiesburg, Mississippi described herein and to obtain complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and to obtain complete construction engineering services all of which has been designated as Project(s) No. DECD-0018(36)BO, hereinafter called the "PROJECT"; and

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform Engineering Services for the design and preparation of the complete construction plans and construction engineering for said PROJECT, and project management service, all of which are hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and

WHEREAS, the CONSULTANT has heretofore performed satisfactory services for the CITY;

WHEREAS the City has entered into a memorandum of understanding made and entered into on Jones Companies, LLC Headquarters Project, between the Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer to that end such parties are now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the CITY and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services, project management services, and materials required to perform the tasks described in the Scope of Work for the proposed transportation improvements. In so doing, the CONSULTANT shall meet the requirements of the CITY, MDA and STATE AID.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the services in accordance with this agreement including the exhibits hereto, and made a part hereof as if fully set forth herein. The timely performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any project begun under this CONTRACT at any time, with written approval of STATE AID and MDA.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until construction is complete and all final documents have been submitted and approved, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT or any phase or project begun thereunder, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of services rendered prior to the date of termination. If termination occurs prior to completion of construction, in addition to fees and expenses as allowed by this Contract to date to which Consultant is entitled, the CITY shall be liable only for the costs, fees and expenses for demobilization and close out of CONTRACT based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages. All costs, expenses, and fees shall be subject to the approval of STATE AID, MDA, and the CITY.

ARTICLE IV. TIME OF PERFORMANCE

The CONSULTANT shall be prepared to perform its responsibilities of providing the SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "Exhibit 3", Fees and Expenses, and made a part hereof by reference as if fully copied herein, and which when approved by final execution of this CONTRACT and upon such approval shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule shall be submitted along with an estimated percentage completed with each request for reimbursement.

A written Notice to Proceed shall be issued under authority from the CITY within 30 days after final execution of this CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the CITY by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the CITY, including but not limited to workers' compensation coverage, health insurance, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The CITY for purposes of this agreement will execute all directives and orders through the MAYOR provided appropriate authority has been obtained from the MAYOR and City Council. All notices, communications, and correspondence with the CITY shall be directed to the key personnel and designated agents shown below.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on a fee basis as set forth in Exhibit "3" to this CONTRACT. The compensation paid pursuant to this CONTRACT shall be determined from the Economic Development Highway Program Engineer Fee Schedule dated May 1, 1996 and included as part of Exhibit "3" to this Contract, exclusive of testing.

Testing shall be performed and paid for in accordance with State Aid Standard Operating Procedures. Payment for testing shall be in addition to the Consultant's compensation described above.

B. Billing

The Consultant may submit invoices with documentation to State Aid in accordance with Exhibit 3, with a copy to the City, for review and approval. Upon such approval by State Aid, State Aid will forward any such request and supporting documentation to MDA for approval.

Upon approval thereof, MDA will forward any request for disbursement to the City for payment from the City, or MDA will pay from state funds.

The CONSULTANT further agrees that the MDOT, FHWA or any other Federal or State Agency may audit the same records at any time during the life of the CONTRACT and up to three (3) years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America or the State of Mississippi.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three (3) years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this article shall be included in any agreements it may make with any subcontractors, assignees or transferees.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment unless otherwise stated in writing at that time by Consultant shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the CITY of final technical reports shall be borne by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any assignments thereunder or amendments thereto. Authorized representatives of the STATE AID, MDOT or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the State of Mississippi or the United States of America a party to this CONTRACT, nor will the MDOT or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the STATE AID and the CITY for inspection and review at all reasonable times. Authorized representatives of the MDOT and FHWA may also review and inspect said reports, drawings, studies and maps prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the CITY and all its officers, agents and employees from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to any negligent act, actions, neglect or omission by the CONSULTANT or its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which CITY or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the CITY or any of its officers, agents or employees.

The CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the option, to participate and associate with the CITY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall commence upon receiving written notice from the City of a claim or cause of action. The CONSULTANT'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONSULTANT'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the CITY entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the CITY shall pay all costs and fees related to this obligation and its enforcement. If there is a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the CITY agrees to notify the CONSULTANT as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE X. INSURANCE

The CONSULTANT shall obtain and furnish certificates to the CITY for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

In addition, CITY shall be named as an additional insured on all of the applicable coverages, and CONSULTANT shall secure a waiver of subrogation in favor of CITY on all policies.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform services or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within the CONSULTANT's coverage for the duration of said project or phase for which said subcontractor or other personnel is employed

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should the CONSULTANT cease to carry the errors and omissions coverage during the life of this CONTRACT listed above for any reason it shall obtain "tail" coverage in the same limits for a period of not less than three (3) years subsequent to the termination of the policy.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the CITY. For breach or violation of this provision the CITY may terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the services under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement must be executed between the parties. Also, a supplemental agreement must be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the CITY, any individual member of the City Council, or any officer, agent, or employee of the CITY or the City Council either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications and/or changes or change orders involving this CONTRACT, amendments or assignments must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the CONTRACT which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the CITY or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY and STATE AID. Under no circumstances will the CONSULTANT be allowed to sublet more than fifty percent (50%) of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that the CONSULTANT performs at least 50% of the overall CONTRACT with its own forces. Consent by the CITY and STATE AID to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY and STATE AID reserve the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY and STATE AID any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the CITY and STATE AID in advance of their execution.

ARTICLE XV. OWNERSHIP OF DOCUMENTS

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain the property of the CITY upon termination or completion of work, or upon request of the CITY regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the CITY. The CITY shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

ARTICLE XVI. PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the CITY, except to CONSULTANT'S attorney, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the CITY, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Mayor and the City Council of Hattiesburg, Mississippi, the employees of the City of Hattiesburg or the State of Mississippi.

ARTICLE XVII. COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the CITY. Publication rights to any documents produced are reserved by the CITY.

ARTICLE XVIII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Forrest County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi. If any part of this CONTRACT is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the CONTRACT that can be given effect without the invalid or unenforceable provision and, to this end the provisions hereof are severable. In such event the parties shall amend the CONTRACT as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

It is expressly agreed that if the CONSULTANT shall be delayed or interrupted in the performance or completion of its work hereunder by any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not limited to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carriers of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

ARTICLE XIX. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employees nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations C.F.R. 23 Part 634 – Worker Visibility – as stated in 'Exhibit 5'.

F. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this CONTRACT and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the CITY due to such contract cancellation or loss of license or permit. The CONSULTANT is required to

provide the certification on **Exhibit 8** in the CONTRACT to the CITY and to STATE AID verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases or projects hereunder as set forth in the assignments, shall not be changed or reassigned without prior approval of the CITY. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the Exhibits hereto:

CITY:

FOR CONTRACTUAL MATTERS

Mayor Toby Barker
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4501
Fax: 601-545-4642
mayor@hattiesburgms.com

FOR TECHNICAL MATTERS

Lamar Rutland, P.E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4540
Fax: 601-545-4642
lrutland@hattiesburgms.com

CONSULTANT:

FOR CONTRACTUAL MATTERS

Mike Essary, P.E.
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
Phone: 601-545-1565
Fax: 601-545-2267
michael.essary@neel-schaffer.com

FOR TECHNICAL MATTERS

Geoffrey P. Crosby, P.E.
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
Phone: 601-545-1565
Fax: 601-545-2267
geoffrey.crosby@neel-schaffer.com

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE XXI. MERGER & WAIVER

It is expressly agreed by the parties hereto that the CONTRACT constitutes the entire and only CONTRACT between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this CONTRACT are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms hereof.

No waiver of any provision or default under this CONTRACT shall affect the right of the CITY thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

ARTICLE XII. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable Order of the MAYOR and the City Council and the Resolution of the Corporation Board of Directors containing the authority is attached.

WITNESS this my signature in execution hereof, effective as of the date of latest execution below hereto.

APPROVED:

Mayor

Date

ATTEST:

City Clerk,

Neel-Schaffer, Inc.

Date

Harry Lee James, State Aid Engineer

Date: _____

ACKNOWLEDGEMENT OF SELECTION OF CONSULTING ENGINEER

Mississippi Development Authority

Date: _____

Exhibits attached hereto and incorporated by reference into this contract includes those identified on the following page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
 - A. Program Form or Board Order
 - B. Resolution of Board of Directors of Consultant (if applicable)
2. Scope of Work.
 - A. Project Description
 - B. Project Cost Estimate
3. Fees and Expenses.
4. Commitment Letter from the Mississippi Development Authority
5. Compliance with Title VI of the Civil Rights Act of 1964, as amended and 23 C.F.R. 710.405(b).
6. Certification of Consultant.
7. Certification of City Council of No Conflict
8. Certification of Mayor and City Council on Compliance with the Mississippi Employment Protection Act.

EXHIBIT 1

CITY COUNCIL ORDER APPROVING ENGINEERING CONTRACT

Attach a copy of the CITY COUNCIL's Order approving the Engineering Contract.

May be copy of City's or Council's Order authorizing execution of the contract or copy of minutes documenting approval of the contract.

Need corporate Resolution from Consultant's co.

EXHIBIT 2

SCOPE OF WORK CITY OF HATTIESBURG, MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY PROJECT(S) NO. DECD-0018(36)BO

GENERAL DESCRIPTION

The Engineering Services Contract is for determining rights-of-way limits ("ROW") for the construction of improvements along 31st Avenue from W. Arlington Loop to Chevy Chase Drive, Chevy Chase Drive and Lorraine Street; provide complete design services including field surveys for the development of construction plans, ROW maps and descriptions, to provide complete construction engineering services, and project management services.

Commented [TC1]: improvements along 31st Avenue from W. Arlington Loop to Chevy Chase Drive, Chevy Chase Drive, and Lorraine Street.

THE CONSULTANT acknowledges that he has received a copy of the memorandum of understanding between the City, Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer and project manager and CONSULTANT shall comply with the requirements therein to the extent applicable to CONSULTANT.

Construction of the project will be as follows: *(See Exhibit 2A)*

GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT:

1. Design and evaluation of route locations for design consideration and utility conflicts for the Project.
2. Development of final ROW plans sufficient in detail for the CITY to acquire the required ROW for the Project.
3. Development of complete Preliminary and Final construction plans and bid documents including all STATE AID and MDOT special provisions, requirements and necessary changes.
4. Development of a final OPINION OF PROBABLE CONSTRUCTION COST.
5. Provide Construction phase engineering services.
6. Perform necessary environmental studies and furnish approved environmental document to STATE AID.

SERVICES TO BE PROVIDED BY THE CITY

1. Review and approve plans for the design and construction of the Project.
2. Provide information and data requested which is necessary for the Consultant's work.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Design and evaluate route locations for environmental and design consideration.
2. Review the chosen route location for utility conflicts.
3. Complete field surveys. (See Appendix C)
4. Hydraulic analysis at all drainage structures.
5. Drafting of regulatory permit (404) applications and drawings for application if required at any regulated site.
6. Development of preliminary ROW plans and final ROW plans, sufficient in detail for the CITY to acquire the required ROW for the Project.
7. Development of preliminary construction plans with final ROW limits.
8. Development of complete construction plans and bid documents and special provisions including electronic transfer of files.
9. Provide complete construction engineering services including project management.
10. Arrange for the relocation or adjustment of all utilities in conflict with the construction of the project.

SCOPE OF WORK

The Scope of Work shall be divided into two phases:

Phase A: DESIGN ENGINEERING

- Part 1 Pre-Design Conference
- Part 2 Evaluation of Route Locations
- Part 3 Field surveys (Design & ROW)
- Part 4 Utility Location Surveys
- Part 5 Conceptual Plan Review
- Part 6 Plans-In-Hand Field Inspection
- Part 7 Preliminary Plans with ROW
- Part 8 Submittal of all required regulatory permits
- Part 9 Office Review Plans

Part 10 Final Contract Plans and Documents

Phase B: CONSTRUCTION ENGINEERING

- Part 1 Construction Administration
- Part 2 Construction Staking
- Part 3 Construction Inspection and Observation
- Part 4 Materials Testing
- Part 5 Documentation
- Part 6 Preparation of Right of Way Plans and Plats

Specific work required for each phase is defined below.

References in the Document to STATE AID shall mean the Office of State Aid Road Construction, FHWA shall mean the Mississippi Division Federal Highway Administration, and MDOT shall mean the Mississippi Department of Transportation. The Office of State Aid Road Construction will administer this project at the State Level.

Harry Lee James, P.E.,
State Aid Engineer

SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss STATE AID and MDA procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After pre-design conference the State Aid Engineer shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

Part 2 ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U.S.G.S. Maps, existing roadway plans and other data that may be provided by others.
- b. The CONSULTANT shall assist the CITY OF HATTIESBURG and the STATE AID in any public hearings (if required).

Part 3 FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the Project utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the STATE AID and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 4 UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities; coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements, in accordance with State Aid Standard Operating Procedures ("STATE AID SOP") No. SAP-II-2-8. Costs of adjusting or relocating utilities will be eligible for reimbursement by MDA.

Part 5 CONCEPTUAL PLAN REVIEW

The CONSULTANT shall prepare conceptual plans for the PROJECT to include where applicable layouts (plan & elevation), typical sections, finish grade profiles, design data, drainage data, etc. One (1) set of the conceptual plans will be submitted to the City and STATE AID for approval. Studies (including opinions of probable cost) of other concepts, and conceptual changes required during this review are considered to be covered by this Scope of Work. A minimum of three (3) weeks for review and approval by the City, STATE AID, and MDA shall be allowed.

Part 6 PRELIMINARY DESIGN PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with STATE AID'S format. The design standards, the format of the plans, and any hydraulic design shall conform to the STATE AID requirements and the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, plan and profile sheets showing all geometrics, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of the blueline prints of plans for review by the City and STATE AID, prior to requesting the plans-in-hand field inspection. The City and STATE AID shall mark on these plans all revisions or changes required and return same to the CONSULTANT. Consultant will allow a minimum of three (3) weeks for review by the City and STATE AID. After completing any revisions, the CONSULTANT shall submit to the STATE AID and City one (1) set of the blueline prints of the preliminary design plans for a plans-in-hand field (PSE) inspection with representatives of the CITY, the

CONSULTANT, and STATE AID at a date mutually agreed upon by all parties. Consultant will allow a minimum of three (3) weeks from the submittal date of the prints for scheduling and completing the field inspection.

a. Scale of Drawings:

Plans shall be prepared at the following scales:

- | | | |
|-----|--|---------|
| (1) | Plan sheets with geometrics | 1"=100' |
| (2) | Form grades at channelized intersections | 1"=20' |
| (3) | Intersection detail sheets | 1"=20' |
| (4) | Other sheets at appropriate scale. | |

b. Size of Drawings:

All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches; a right hand margin of ½ inch; a margin of ½ inch between the top border of the drawing and trim line; and a ½ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:

STATE AID's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by the STATE AID. The State Aid Engineer may reject any plans not conforming to these standards.

Part 7 PRELIMINARY PLANS WITH RIGHT-OF-WAY

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by STATE AID and City, the CONSULTANT shall furnish one (1) set of blueline prints for review by STATE AID and City. STATE AID and City shall mark on the prints all revisions or changes required and return same to the CONSULTANT (Allow minimum of three (3) weeks for review). Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8 SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work, in accordance with STATE AID Procedures.

Part 9

OFFICE REVIEW PLANS

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. This phase shall consist of all services required for production of final contract plans. After completion of all revisions and changes requested by STATE AID, the CONSULTANT shall furnish one (1) blue line sets of plans for review by the STATE AID ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original PSE Plans with the office submittal. A review of The OFFICE REVIEW PLANS will be required and the CONSULTANT may be requested to attend. STATE AID shall mark on the OFFICE REVIEW PLANS with all required revisions and return to the CONSULTANT (Allow minimum of three weeks for review). After all revisions have been made, the CONSULTANT shall submit the Final Contract Plans including all survey notes, design, special provisions, opinions of probable cost, and quantity computations and all notes or other data used in development of the plans.

Part 10

FINAL CONSTRUCTION PLANS (PS & E ASSEMBLY)

The final construction plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. STATE AID's sample plans should be used as the guide for assembling the final plans.

One complete set of design computations, quantity estimates and required special provisions shall be transmitted to the District Engineer at the time final construction plans are submitted.

The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the OFFICE OF STATE AID and/or MDOT have on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of ½ size blue line prints with standards included and two (2) sets of ½ scale blue line prints without standards along with four (4) sets of contract documents for STATE AID review. The marked OFFICE REVIEW PLANS must be returned with the PS&E Assembly.

The CONSULTANT shall prepare the legal notice for advertising for bids and submit for publication. The CONSULTANT shall solicit bids and issue plans and proposals to prospective bidders during advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

SPECIFIC WORK REQUIREMENTS OF PHASE B: CONSTRUCTION ENGINEERING

The CONSULTANT will administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing SOP's.

The CONSULTANT will handle all construction administration and serve as the project manager, which duties shall include but not be limited to furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein.

Part 1 CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The State Aid District Engineer shall be the STATE AID's official representative on the project.

The CONSULTANT shall be the only authorized contact with the contractor during construction. STATE AID shall send all information and requests for the Contractor to the CONSULTANT for relay to the Contractor.

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents as detailed in State Aid Standard Specifications and leading the preconstruction conference after award of contract.

The CONSULTANT and the Contractor performing project construction for the same construction project cannot have the same parent company or any corporate association.

The CONSULTANT'S personnel assigned to the project must have prior construction experience in the areas of work which they are to perform. Key personnel, as defined below shall not be replaced on the project without STATE AID approval. The CONSULTANT shall maintain a good working relationship with the Contractor and any person employed by the CONSULTANT or by Sub-Consultant who, in the opinion of the State Aid District Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the State Aid District Engineer be removed immediately by the CONSULTANT or sub-consultant employing such person and shall not be employed again in any rotation of the work without approval of the State Aid District Engineer.

The CONSULTANT shall have the necessary personnel available to work whatever schedule the contractor works.

The following positions are defined as "key personnel". The CONSULTANT may identify additional positions as "key" as well:

- Project Engineer
- Survey Party Chief
- Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field.

The Project Engineer shall be available to begin work within one week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer.

The traffic control specialist assigned to this project shall be thoroughly familiar with the MUTCD and the State Aid Traffic Control Plan. The traffic control specialist shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by the traffic control specialist in accordance with STATE AID requirements. The State Aid District Engineer shall have a phone number where the CONSULTANT can be reached regarding emergency situations after hours and on weekends and holidays.

The CONSULTANT'S Project Engineer shall be assigned to the project full time or as otherwise authorized by the State Aid District Engineer. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the Project. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests; all according to State Aid Standards. State Aid Standards include, but are not limited to 2004 Standard Specifications for State Aid Road and Bridge Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

The CONSULTANT shall provide sufficient trained personnel to adequately and

competently perform the requirements of this CONTRACT.

Part 2 CONSTRUCTION STAKING

The CONSULTANT shall insure the setting of all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3 CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure compliance with the project specifications on all contract items. The CONSULTANT will not be permitted to change inspection personnel without approval of the State Aid District Engineer.

Requests for inspection of prefabricated items or review and approval of shop drawings will be submitted to the CONSULTANT. STATE AID shall review and approve all shop drawings.

Part 4 MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Any laboratory used by the CONSULTANT for field sampling and job control acceptance testing shall meet the approval of the STATE AID. Job control sampling and testing and payment, therefore shall follow STATE AID SOP.

At the end of the project construction, the CONSULTANT shall submit the following signed certification:

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications and such results compare favorably with the results of the independent assurance sampling and testing.

Part 5 DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates for the Contractor and submit to the State Aid District Engineer for further processing. These estimates will be prepared in accordance with the instructions contained in the CONTRACT.

The CONSULTANT shall compile and submit, in accordance with the State Aid Construction SOP, all reports, monthly and final estimates, records, as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the Project. All Project information relative to the execution of the Project and all records shall be kept in accordance with the State Aid Construction SOP. A copy of the diary will be submitted to the State Aid District Engineer on a monthly basis.

The CONSULTANT will initiate all contractor change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same in accordance with the STATE AID SOP. These are to be delivered to the State Aid District Engineer.

The State Aid District Engineer will be available, on request, to assist the CONSULTANT with the preparation of change orders, monthly estimates, etc. This will be considered an informational service only to explain the paper work flow. The CONSULTANT will be expected to follow up in an expeditious manner to avoid any delay. Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the Contractor required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed at bid prices agreed to in the construction contract. In addition, a set of final plans of completed work shall be submitted to the STATE AID showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate prepared in accordance with the STATE AID SOP, and other required documents to STATE AID within fifteen (15) days after the Contract Acceptance has been assigned by the State Aid District Engineer.

APPENDIX C

SPECIFIC WORK REQUIRED FOR PART 3 - FIELD SURVEYS

Item 1. Centerline Survey and Vertical Control

- a. Contact the Land Owners and obtain permission prior to entering upon the property for survey purposes.
- b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.
- c. Reference centerline: All P.C.'s, P.I.'s, P.T.'s and tangents longer than 1000 feet.
- d. Perform complete topographic survey along proposed centerline.
- e. Establish vertical control utilizing approved bench marks.
- f. Establish benches along centerline on 800-1000 foot intervals, outside limits of construction.

Item 2. Utilities, Drainage Surveys and Apparent Property Lines

- a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.
- b. Locate Drainage Channels: (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel; (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel.
- c. Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls.

Item 3. Cross Sections and Profiles

- a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. For a distance adequate to accommodate construction limits.

In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.
- b. Prepare Plan and Profile Sheets of the above.

Item 4. Local Roads Surveys (1000 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections.
- b. Establish plus and angle on apparent property lines and determine apparent ownership.

Item 5. Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.
- b. List all utilities, apparent owners and addresses on plan sheet No. 3.
- c. Equate to existing projects at specified locations; show ties to section corner or sectional subdivision corners as necessary to verify property ownership.

The above items will include the following requirements of STATE AID:

- 1. Transit Notes - Bearings shall be obtained from solar observation and shall be recorded on all tangents.
- 2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
- 3. Level Notes –
 - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to taken for a distance that will be adequate to accommodate the construction limits.
 - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.
- 4. Drainage –
 - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual.
 - b. Areas to be calculated by methods approved by STATE AID
 - c. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary.

- d. Wetlands - If, a 404 Permit is required for U.S. Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O.H.W. shall be indicated at all stream crossings or water bodies.
- 5. Right-of-Way Documents –
 - a. A right-of-way property map at an appropriate scale shall be prepared based on property lines and corners encountered during the survey, as well as ownership for the entire project, which is to include any local road connections. The apparent property lines and apparent ownership shall be shown on the plans and profile sheets with the angle and plus based on field information.
 - b. Section lines and corner ties, either the $\frac{1}{4}$ or $\frac{1}{2}$ section line or corner, shall be referenced at the B.O.P. and E.O.P. with intermediate control established.
 - c. CONSULTANT shall be responsible for contacting property owners for permission to make the survey prior to entering property.
- 6. Utilities - All utilities within and adjacent to the project limits are to be listed on the index and general note sheet with their locations shown on the plan and profile sheets. For high-pressure gas transmission lines a traverse and profile of the pipe shown for a distance of 200 feet from the centerline. Overhead transmission lines shall be indicated and their height referenced.
- 7. Local Roads - A complete survey of any local roads including traverse and cross sections as necessary.
 - 1. Existing Highway - A control tie to existing Show number of State and/or U.S. Highway(s) if applicable shall be made. Necessary permits shall be secured from the Mississippi Department of Transportation.
- 8. Reference Point Control - Each reference point for assembly, P.T.'s, P.C.'s and P.I.'s shall include a point 200 feet from the centerline of the survey and an additional point 50 feet (more or less) farther and shall be designated by a 2 inch x 2 inch treated hardwood hub with a 1 inch x 4 foot flagged guard stake indicating its location. All stakes and hubs shall be treated and shall be placed on the tangent sections when the distance is farther than 1000 feet between reference points.

EXHIBIT 2A
PROJECT DESCRIPTION

Jones Companies, LLC is establishing its corporate headquarters in Midtown Hattiesburg. This project will include roadway infrastructure upgrades along 31st Avenue from W. Arlington Loop to Chevy Chase Drive, Chevy Chase Drive, and Lorraine Street. This will include roadway widening, relocation of water and power lines, signalization, appropriate turn lanes, on-street parking, and associated striping.

EXHIBIT 2B
PROJECT COST ESTIMATE

Construction Cost:	\$1,584,000.00
Contingencies (5%)	\$70,738.00
<u>Engineering (14.9166%)</u>	<u>\$226,279.00</u>
Total	\$1,881,017.00

EXHIBIT 3

FEES and EXPENSES

The Mississippi Development Authority will pay the CONSULTANT for engineering charges in accordance with the compensation set forth in Article VI, and the total compensation paid shall not exceed the attached ECONOMIC DEVELOPMENT HIGHWAY ENGINEER FEE SCHEDULE dated May 1, 1996 set out in Exhibit 3A or the percentages established as follows:

PHASE A: Design Engineering

The CONSULTANT shall be entitled to compensation and submit invoices as follows.

15% when preliminary plans are submitted

15% when office review plans are submitted

10% after project is let to contract and the award is
concluded in by STATE AID and MDA

The total reimbursement for Design Engineering shall not exceed forty (40) percent of the total fee for engineering services based on the construction contract amount.

PHASE B: Construction Engineering

The CONSULTANT shall be entitled to submit monthly invoices for construction engineering services based on the amount of work completed by the contractor during the period. Five (5) percent of the construction engineering fee will be retained until the project has been accepted and the final estimate approved.

Example:

The contractor has completed twenty-five (25%) of the work and the engineering fee is twelve (12%) of the construction cost. The amount due is $(0.25 \times 0.60 \times 0.12 \times \text{the contract price})$ less any previous payment. Five percent (5%) of the amount due will be withheld as noted above.

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
ENGINEER FEE SCHEDULE
*Exhibit 3A***

CONSTRUCTION CONTRACT AMOUNT	FEE
\$500,000	15.0715
\$1,000,000	15.0000
\$1,500,000	14.9286
\$2,000,000	14.8572
\$2,500,000	14.7858
\$3,000,000	14.7143
\$3,500,000	14.6429
\$4,000,000	14.5715
\$4,500,000	14.5000
\$5,000,000	14.4286
\$5,500,000	14.3572
\$6,000,000	14.2857
\$6,500,000	14.2143
\$7,000,000	14.1429
\$7,500,000	14.0715
\$8,000,000	14.0000
\$8,500,000	13.9286
\$9,000,000	13.8572
\$9,500,000	13.7857
\$10,000,000	13.7143
\$10,500,000	13.6429
\$11,000,000	13.5714
\$11,500,000	13.5000
\$12,000,000	13.4286
\$12,500,000	13.3572
\$13,000,000	12.2857
\$13,500,000	13.2143
\$14,000,000	13.1429
\$14,500,000	13.0714
\$15,000,000	13.0000

*FEE - The engineering fee as a percent of construction contract amount

EXHIBIT 4

MISSISSIPPI DEVELOPMENT AUTHORITY COMMITMENT LETTER

Attach a copy of the approval letter or commitment letter from the Mississippi Development Authority.



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

January 11, 2022

Mayor Toby Barker
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Dear Mayor Barker:

SUBJECT: Jones Companies, LLC, Project - City of Hattiesburg Economic Development
Highway Project / HA-073

The Mississippi Development Authority has approved the application on the above referenced project. We have committed \$1,500,000.00 of Economic Development Highway Funds for roadway improvements along 31st Avenue, Chevy Chase Drive, & Loraine Street in the City of Hattiesburg. In the near future we will forward to you a Memorandum of Understanding establishing the terms and conditions of the grant.

We want to encourage business growth in Mississippi and look forward to working with the City of Hattiesburg on this and other projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chuck Mobley".

Chuck Mobley
Bureau Manager

cc: Harry Lee James. PE

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT
DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT
ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT
WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT will comply with the Regulations of the Office of State Aid Road Construction, and the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. **Anti-Kickback Provisions:** All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3). This Act provides that each consultant or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to STATE AID.

5. **Davis Bacon Act:** When required by federal program legislation, all construction contracts awarded to contractors and subcontracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor Regulations (29 C.F.R. Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to STATE AID.

6. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor Regulations (29 C.F.R. part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act:** Compliance with all applicable standard, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C., 1368), Executive Order 11738 and Environment Protection Agency regulations (40 C.F.R. Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. **Energy Policy and Conservation Act:** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. **Worker Visibility:** All workers within the right-of-way of a Federal aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled “American National Standard for High Visibility Safety Apparel and Headwear” – for compliance with 23 C.F.R., Part 634.

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United State Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as STATE AID deems appropriate.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - b. have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - d. have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.
 - e. has not either directly or indirectly entered into any CONTRACT participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The Consultant further certifies, to the best of his/her knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee

of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

- (3) The undersigned further certifies that he/she is the duly authorized representative of the CONSULTANT and that neither he/she, nor any principal, officer, shareholder or employee of the above firm has:
- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this CONTRACT,
 - (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the CONTRACT, or
 - (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the CONTRACT; except as herein expressly stated (if any).

The undersigned acknowledges that this certificate may be furnished to the Department of Transportation and the Federal Highway Administration, United States Department of Transportation, in connection with any CONTRACT involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

The certification contained in (1), (2), and (3) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The Consultant shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

So CERTIFIED on this the ____ day of _____, ____.

CONSULTANT

So Sworn before me this the _____ day of _____, ____.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT 7

CERTIFICATION OF THE MAYOR OF THE CITY OF HATTIESBURG

I hereby certify that I am the Mayor and have been duly authorized by the City Council to execute this certification and that the above CONSULTANT nor any of its representatives or sub-contractors have been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this CONTRACT to:

(a) employ or retain, or agree to employ or retain, firm or subcontractor person, or

(b) pays, or agrees to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

CITY OF HATTIESBURG
MISSISSIPPI

BY: _____

So Sworn before me this the _____ day of _____.

Notary Public

My Commission Expires:

EXHIBIT 8

CERTIFICATION OF THE CITY OF HATTIESBURG IS IN COMPLIANCE WITH
THE MISSISSIPPI EMPLOYMENT PROTECTION ACT

Effective July 1, 2008, the Mississippi Employment Protection Act imposed new requirements for all state agencies, departments, and political subdivisions. All employers who have contacts with the State of Mississippi, or with its departments, agencies, and/or with political subdivisions are mandated to enroll and participate in the E-Verify Program to check employment eligibility of all newly hired workers.

I hereby certify that I am the Mayor and have been duly authorized by the CITY COUNCIL of the City of Hattiesburg to execute this certification and that the CITY COUNCIL of the City of Hattiesburg hereby acknowledges its compliance with the Mississippi Employment Protection Act.

CITY COUNCIL OF HATTIESBURG, MISSISSIPPI

BY: _____

Mayor of the City of Hattiesburg

So Sworn before me this the _____ day of _____ 20__.

NOTARY PUBLIC

My Commission Expires:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 5, 2022

Re: Approve the Proposed Mississippi Development Authority Economic Development Highway Construction Program for the City of Hattiesburg Project Number DECD-0018(36)BO known as the 31st Avenue, Chevy Chase Drive, and Lorraine Street Improvements Project and authorize the Mayor and Council Members to execute in duplicate.
File Number: 2022-237
Minute Book #

Summary

Approve the Proposed Mississippi Development Authority Economic Development Highway Construction Program for the City of Hattiesburg Project Number DECD-0018(36)BO known as the 31st Avenue, Chevy Chase Drive, and Lorraine Street Improvements Project and authorize the Mayor and Council Members to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 5, 2022 City Council meeting for consideration.

**PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION
PROGRAM FOR THE CITY OF HATTIESBURG
PROJECT NUMBER: DECD-0018(36)BO
NAME OF ROAD: 31st AVENUE (SOUTH)**

Pursuant to the provisions of Section 65-4-1 et. seq. Mississippi Code of 1972, we, the undersigned members representing the City of Hattiesburg, hereby order that the proposed project(s) listed herein constitute the Mississippi Economic Development Highway Construction Program for the City of Hattiesburg subject to approval of the State Aid Engineer and Mississippi Development Authority (MDA).

In support of this order, the Board of Alderman certifies and agrees that:

1. The project(s) will be constructed to bear a load limit of at least eighty thousand (80,000) pounds which meets standards of the Mississippi Department of Transportation for such work.
2. The City will comply with the National Environmental Policy Act.
3. The City will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the STURAA of 1987 and 49 CFR, Part 24.
4. The City has employed a registered professional engineer who will employ such other competent technical assistants, as required, to properly supervise and inspect the work in compliance with the rules and regulations of the State Aid Engineer.
5. The City commits to providing funds from sources and in amounts listed herein, "the Estimated Cost Form", and to finance the cost of all engineering, construction, right-of-way, utility relocation and other professional services not fully funded by MDA which costs are estimated to equal approximately **20%** of estimated cost of said project(s).
6. The City will accept all other provisions of Section 65-4-1 et. Seq., Mississippi Code of 1972 relating to City responsibility that is not listed in point 1 through 5 above.

MAYOR AND CITY COUNCIL
CITY OF HATTIESBURG

_____, Toby Barker - Mayor
_____, Jeffrey George – City Council, Ward 1
_____, Deborah D. Delgado – City Council, Ward 2
_____, Carter Carroll – City Council, Ward 3
_____, Dave Ware – City Council, Ward 4
_____, Nicholas Brown – City Council, Ward 5

Prepared Mike Essary, P.E. – Project Engineer

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that the foregoing is a true and correct copy of an order passed by the City Council of the City of Hattiesburg, Mississippi, entered into the minutes of the said City Council, Minute Book No._____, Page No._____, same having been adopted at a meeting of said City Council on the ____ day of _____, 2022.

City Clerk of City of Hattiesburg, Mississippi

**ESTIMATED COST OF THE PROJECT DECD-0018(36)BO CITY OF HATTIESBURG
(Including Contingencies)**

(MDA est. cost 04/24/13)

A. PRELIMINARY ENGINEERING COST		\$ 90,512.00
MDA Funds Requested	(_____) %	\$ 90,512.00
City Funds – Source (_____)	(_____) %	\$ _____
B. CONSTRUCTION ENGINEERING COST		\$ 135,767.00
MDA Funds Requested	(_____) %	\$ 135,767.00
City Funds – Source (_____)	(_____) %	\$ _____
C. RIGHT OF WAY		\$ _____
MDA Funds Requested	(_____) %	\$ _____
City Funds – Source (_____)	(_____) %	\$ _____
D. UTILITY RELOCATION COST		\$ _____
MDA Funds Requested	(_____) %	\$ _____
City Funds – Source (_____)	(_____) %	\$ _____
E. CONSTRUCTION COST		\$ 1,654,738.00
MDA Funds Requested	(_____) %	\$ 1,273,721.00
City Funds – Source (_____)	(_____) %	\$ 381,017.00
F. OTHER COST _____		\$ _____
MDA Funds Requested	(_____) %	\$ _____
City Funds – Contributed	(_____) %	\$ _____
G. OTHER COST _____		\$ _____
MDA Funds Requested	(_____) %	\$ _____
City Funds – Contributed	(_____) %	\$ _____
H. OTHER COST _____		\$ _____
MDA Funds Requested	(_____) %	\$ _____
City Funds – Contributed	(_____) %	\$ _____
TOTAL PROJECT COST		\$ 1,881,017.00
Total MDA Funds Requested	(_____) %	\$ 1,500,000.00
Total City Funds – Contributed	(_____) %	\$ 381,017.00

**PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION
PROGRAM FOR THE CITY OF HATTIESBURG**

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Program Number:	DECD-0018(36)B0	CITY:	HATTIESBURG	Date	April, 2022
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ROAD CONNECTIONS AT EACH END OF PROJECT

South	End	Surf. Type	Asphalt	Surf. Width	22'	Rdwy. Width	26'
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(South or West)

North	End	Surf. Type	Asphalt	Surf. Width	33'	Rdwy. Width	37'
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(North or East)

Railroad Grade Crossing Data

Is there an existing Railroad Grade Crossing? Yes _____ No X

Name of Railroad: _____

Existing Protection: _____

Proposed Protection: _____

Existing and/or Proposed Facilities Effecting Route:

SCHOOLS: YES X NO ON ROUTE OFF ROUTE
INDUSTRY: YES X NO ON ROUTE OFF ROUTE

TYPE OF INDUSTRY:

OTHER DESIGN CONSIDERATIONS:

UTILITY COMPANIES TO BE AFFECTED BY PROJECT:

<u>NAME</u>	<u>STREET OR P.O. BOX ADDRESS</u>	<u>CITY</u>
City of Hattiesburg / Water & Sewer	900 James Street	Hattiesburg
Mississippi Power	5082 Hwy 42	Hattiesburg
Spire Gas	315 Main Street	Hattiesburg
Comcast	2100 Lincoln Road	Hattiesburg
AT&T	100 Brunie Street	Hattiesburg

Signed _____, Engineer

STATE AID USE

Preliminary Review: _____ Date

Preliminary Review: _____ Date

Recommend Approval: _____, District Engineer, _____ Date

Approved: _____, State Aid Engineer _____ Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 5, 2022

Re: Approve contract with Collins and Null Appraisals, Inc. to provide Right-of-Way and Appraisal services for the Gordon's Creek Commons TAP project; Authorize the Mayor to execute in duplicate.
File Number: 2022-228
Minute Book #

Summary

Approve contract with Collins and Null Appraisals, Inc. to provide Right-of-Way and Appraisal services for the Gordon's Creek Commons TAP project; Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 5, 2022 City Council meeting for consideration.

REAL ESTATE SERVICE CONTRACT
FOR GORDON'S CREEK COMMONS PROJECT

Gordon's Creek Commons, Forrest County, MS
FORREST COUNTY MISSISSIPPI

This CONTRACT, is made and entered into by and between the *City of Hattiesburg*, a body Politic of the State of Mississippi (the "LPA"), and *Collins and Null Appraisals, Inc.* (the "CONSULTANT"), a *C-Corporation* duly registered to do business in the State of Mississippi, whose address for mailing is *6760 US Highway 98, Ste 2, Hattiesburg, MS 39402*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA requires the right of way real estate services of a CONSULTANT to perform *right of way services to include appraisal services*, in hereinafter called the "PROJECT", as requested by the LPA; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to conduct said services as stated above, hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all Right of Way (ROW) services and materials required to perform the tasks described in the Scope of Work for the proposed project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise

specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT. When in conflict between the Project Development Manual for LPA (PDM) and this CONTRACT, the PDM will govern.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the SERVICES in accordance with the General Scope of Work attached to this contract as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase under this CONTRACT at any time. The LPA will be responsible for fees incurred up to the time of cancellation.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until the LPA issues a written **Letter of Acceptance (LOA)** at which time this CONTRACT shall absolutely and finally terminate. However, the CONSULTANT may not begin work **prior to receiving a written Notice to Proceed.**

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and

agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

If the CONSULTANT provides SERVICES hereunder, it shall be paid on a labor hour/unit cost per parcel basis as set forth in "Exhibit 3" to this CONTRACT. If the CONSULTANT provides SERVICES hereunder, the maximum amount payable under this CONTRACT for all services that are provided hereunder is the dollar amount specified in Exhibit 3 to this CONTRACT hereof by reference as fully as if copied herein in words and figures. Under no circumstances shall the LPA be liable for any amounts, including all costs which exceed the maximum dollar amount of compensation that is specified in and set forth in the Exhibit 3.

For purposes of this CONTRACT, "parcel," also referred to as a "file," is a piece of real estate, improved or unimproved, that may be acquired as part of a right of way project, or is defined by property lines, described in metes and bounds, or other acceptable legal description, and includes all interests necessary for the LPA to acquire fee simple title to the property, less any interests that the LPA may exclude. Warranty deeds, quitclaim deeds, temporary easements, or other instruments may be required from one or more holders of a possible interest in the parcel for the LPA to acquire fee simple title. Compensation shall be based on acquisition of a "parcel" or "file" and not on the number of instruments necessary for acquisition of a "parcel" or "file."

Each phase of the SERVICES, being appraisal, acquisition and relocation assistance, shall become eligible for payment following the appropriate determination by the LPA of the following:

(1) For Appraisal fees:

Completion of the Appraisal and acceptance of the appraisal by the LPA. "Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Appraisal fee. Completion and recommended approval of the appraisal by the Project Review Appraiser and establishment of the amount believed to be just compensation by the agency official constitutes acceptance of the appraisal.

B. Billing (Labor Hour/Unit Cost price)

The CONSULTANT may submit monthly progress billings based on the rates established in this CONTRACT and the time expended on the PROJECT through the end of the billing period. Each billing shall include all time and allowable expenses through the end of the billing period and should include all the supporting documentation necessary for the appropriate LPA personnel to

recommend payment. Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT total. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that MDOT and/or FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA may retain the final 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

See the Right of Way Real estate fee services schedule on the following page.

Real Estate Services Fee Schedule
Gordon's Creek Commons Project, Forrest County, MS

MAXIMUM ALLOWABLE COST

The consultant shall not exceed the "Cost per Parcel" rate established for this Work Assignment identified below. The items left blank (x) are not needed at this time. If necessary, they will be added on an amended contract. It should be noted, the parcels listed as temporary easements on this project are being handled by the engineer or other outside party. If the project is cancelled prior to completion, we will charge for any time spent on project prior to cancellation.

Function	Number	Cost per Parcel	Total Cost
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APPRAISAL PHASE

Original Appraisal Report

Unimproved	2	\$2,675	\$5,350
Improved	1	\$3,900	\$3,900
Complex	0	\$0	\$0

Revised Appraisal Reports

50% of original fee \$0

Appraisal Reports for Court

Unimproved (If Needed)	2	\$1,500	\$3,000
Improved (Residential) (If Needed)	0	\$ 0	\$ 0
Improved (Commercial) (If Needed)	1	\$2,500	\$2,500

Pretrial Preparation and

Trial Testimony for Court	40 (If Needed)	\$195/Hour	\$7,800
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ACQUISITION PHASE

Original Acquisition of Parcels

Waiver Valuation Report	0	\$ 0	\$ 0
Acquisition of Unimproved Parcel	0	\$ 0	\$ 0
Acquisition of Improved Parcel	0	\$ 0	\$ 0
Acquisition of Revised Parcel		50% of original fee	\$0

RELOCATION PHASE

Relocation Assistance

Residential	0	\$ 0	\$ 0
Business	0	\$	\$0
Farm	0	\$	\$0
Non-Profit	0	\$	\$0
Miscellaneous Personal Property	0	\$	\$0

TOTAL DIRECT COSTS	\$9,250
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TOTAL MAXIMUM ALLOWABLE COSTS	\$22,500
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***It should be noted that the appraisal review and relocation review are separate items not included in this contract**

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation.

The CONSULTANT shall clearly indicate on its last Invoice that the Invoice is "FINAL". The LPA will confirm that the PROJECT is ready to be closed and the "FINAL" Invoice may be paid. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination/completion of the PROJECT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT thereunder or amendments thereto. Authorized representatives of the MDOT and/or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will MDOT and/or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies, maps and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the MDOT and/or FHWA may also review and inspect said reports, drawings, studies and computations prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligation to correct, at its expense, any of its breaches, errors and/or omissions in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including attorney fees, to the extent caused by any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel has sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this CONTRACT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier."

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of the CONTRACT by the CONSULTANT and thereafter

on an annual basis for the duration of the CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of the CONTRACT and thereafter on an annual basis for the duration of the PROJECT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, LPA, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties, and shall be submitted to MDOT for concurrence. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be

increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase of the CONTRACT begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT **MAY NOT** begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the maximum not to exceed amount of the contract, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces.

It should be noted that the entire appraisal phase will be subcontracted to Collins and Null appraisals.

Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

**ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND
WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to

the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Forrest County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Forrest County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, (as amended) in its administration of this CONTRACT or any subcontract resulting here from.
- F. The CONSULTANT shall abide by the provisions of the U.S. Department of Transportation regulations on Disadvantaged Business Enterprises, 49 CFR Part 26 (as amended), and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACT.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does

not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the LPA may notify the CONSULTANT, in writing, of the LPA'S intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Lamar Rutland, PE

Director of Engineering

PO Box 1898

Hattiesburg, MS 39403

Telephone: **601-545-4540**

Facsimile: **601-545-4642**

E Mail: **lrutland@hattiesburgms.com**

For Technical Matters:

Mike Essary, PE

Con Engineer

2203 Hardy Street

Hattiesburg, MS 39402

Telephone: **601-545-1565**

Facsimile: **601-545-2267**

E Mail: **michael.essary@neel-schaffer.com**

CONSULTANT:

For Contractual Matters:

George W. Null

Project Manager/President

6760 US Hwy 98, Ste 2

Hattiesburg, MS 39402

Telephone: **601-271-9044**

Facsimile: **601-271-9099**

E Mail: **george@trustatlas.com**

For Technical Matters:

George W. Null

Project Manager/President

6760 US Hwy 98, Ste 2

Hattiesburg, MS 39402

Telephone: **601-271-9044**

Facsimile: **601-271-9099**

E Mail: **george@trustatlas.com**

RELOCATION:

Relocation Matters

Mark Dye

Relocation Agent

Telephone: **601-650-0800**

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

CITY OF HATTIESBURG

TOBY BARKER, MAYOR

ATTEST: _____

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

COLLINS AND NULL APPRAISALS, INC.

BY: 
GEORGE W. NULL, JR.

ATTEST: 

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation
here}}}}

EXHIBIT 2

Right of Way Real Estate Services

Scopes of Work

Gordon's Creek Commons Project, Forrest County, MS

General

The scope of work under this Right of Way Real Estate Services Contract identifies the real estate services that may be requested from the CONSULTANT under this contract. The services are described in the following pages and may include either some or all of the following list of services:

1. Appraisal
2. Acquisition
3. Relocation

The services performed under this contract shall be performed by the CONSULTANT on behalf of the LPA in accordance with the terms and conditions of the Contract. The specific scope of work and services requested under this contract will depend on the specific requirements of the project. The CONSULTANT shall only perform the scope of work identified in the following pages for the Project with prior authorization and notice to proceed from the LPA. Any services performed under this contract shall conform to state and federal laws and regulations to include, but not limited to, Federal Regulations 49 CFR 24. The services performed shall also be in accordance with the Project Progress Schedule attached to this Scope of Work. (See *Exhibit A*).

For brevity throughout the following paragraphs, references to the Local Public Agency "LPA" shall refer to CITY OF HATTIESBURG, "MDOT" shall refer to Mississippi Department of Transportation and "CONSULTANT" shall refer to the consultant hired by the LPA to perform the real estate services under this contract.

For specific policies and procedures regarding the ROW process to be followed during any of the listed ROW services, the CONSULTANT shall refer to the current Excerpt Sections MDOT Right of Way Operations Manual, For use as a guide by LPAs in Mississippi as a guide.

APPRAISAL SCOPE OF WORK

General

After written authorization has been received by the LPA from the MDOT LPA District Coordinator, but prior to the initiation of negotiations on any parcel of property on the Project, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws including, without limitations, including the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. Mississippi law applicable to governmental acquisition appraisal;
4. The appraiser must be a Licensed Real Estate Appraiser in good standing with the Mississippi Real Estate Appraiser License and Certification Board and should have a minimum of two (2) years' experience in appraisal for the purpose of the acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act;
5. All appraisal reports shall be completed in a format materially equivalent to the MDOT Appraisal Report forms; and
6. If the MDOT Appraisal Report Forms are used, all references to MDOT must be edited to replace MDOT with the name of the LPA.

Definitions

CONSULTANT – The person, firm or company, including any sub-consultants hired by the CONSULTANT, that has been contracted by the LPA to perform any of the real estate services defined in the scope of work to this contract.

APPRAISER OF RECORD – The appraiser who is a licensed certified general real estate appraiser with experience in appraising real estate and interests in real property for the purpose of right of way acquisition and develops and reports the appraisals for each parcel on the project.

REVIEW APPRAISER – The Review Appraiser for the project, either performing as an employee of the LPA or hired by the LPA by contract. The Review Appraiser shall be a licensed certified general real estate appraiser with a minimum of six (6) years of experience in appraising and/or appraisal review of real estate and interests in real property for the purpose of right of way acquisition.

RECOMMENDED APPRAISAL – Review Appraisers under contract by the LPA to perform appraisal review services are only authorized to “recommend” an appraisal report to the LPA as the basis for the amount believed to be as just compensation. An authorized official of the LPA shall utilize the “Recommended Appraisal” to establish the amount believed to be just compensation.

ACCEPTED APPRAISAL – Meets all requirements, but not selected as recommended.

NOT ACCEPTED APPRAISAL – Does not meet all requirements and is not selected as accepted, or recommended.

Appraisal Meeting

Before beginning developing or reporting of any appraisal work, the CONSULTANT (including any sub-consultants) and the Review Appraiser shall meet jointly with the LPA to discuss project plans, Right of Way procedures and the appraisal scope of work. At the meeting, the type of appraisal reports (Total Before and After of Improved Property, Land, and Short Form appraisal reports), parcels that may qualify for use of waiver valuations, and the need for specialty reports will be discussed. At this meeting the LPA shall provide to the CONSULTANT the following:

1. Right of Way Acquisition Map(s);
2. Deeds (Conveyance instruments);
3. Deraignment of title on all parcel interests;
4. One set of ROW plans; and
5. Other pertinent information about the project.

Appraisal Development and Reporting

Once the MDOT LPA District Coordinator has issued written authorization to begin the acquisition process, the Review Appraiser has accepted the Project Sales Brochure and the LPA has issued notice to proceed to the CONSULTANT, the CONSULTANT may begin the appraisal development and reporting. The CONSULTANT shall develop a fully documented real property appraisal report on each parcel of property for the Project, and in so doing shall make a personal inspection of each parcel appraised.

Before the initiation of negotiations the real property to be acquired shall be appraised, except as provided in 24.102(c)(2), and the CONSULTANT shall notify the owner in writing of the LPA's interest in acquiring the real property and the basic protections provided to the owner by law and shall offer in writing to the property owner(s) or the property owner(s)' designated representative an opportunity to accompany the appraiser on the inspection of the property, in compliance with 49 CFR 24.102(c)(1). This offer to accompany the appraiser must be documented in the appraisal report. The CONSULTANT shall provide the owner with the following:

1. Owner-Appraiser Contact Letter;
2. Highlighted copy of the ROW Acquisition Map; and
3. Citizen's Right of Way Acquisition Guide.

Each notification provided to the property owner or occupant shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the LPA files in compliance with 49 CFR 24.5.

A fully documented real property appraisal report shall be considered to be the value of all compensable interests under the laws of the State of Mississippi, including the before and after rule, pertaining to the same parcel. In addition to the fee simple interest, this is to include all leasehold and leased fee interests, permanent easements, access rights, uneconomical remnants, (remainders), temporary easements, and any other interest in the real property, excluding utility easements.

As mentioned above, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws, including the Uniform Act Regulations found in 49 CFR 24. Therefore, Appraisal Reports developed and reported as part of this scope of work shall, at a minimum, meet the following requirements as defined in 49 CFR 24.103.

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property. (*See appendix A, §24.103(a) (1).*)
2. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value. (*See appendix A, §24.103(a) (1).*)
3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate. And;
5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

The per-parcel appraisal fee (*See Exhibit 3, Real Estate Services Fee Schedule*) agreed to and made a part of the Real Estate Service Contract for the LPA shall include any and all expenses necessary for, and related to, completion of the Project Sales Brochure, the appraisal development and reporting, for the parcel, including, but not being limited to, timber cruises, cost-to-cure quotes, and cost-new estimates and, upon request by the LPA, any time required to attend conferences for the purpose of discussing certain aspects of the appraisal report, not to include time and expense for eminent domain purposes. The LPA shall approve payment of appraisal reports for each parcel appraised upon review and acceptance or recommended approval of the appraisal report from the Review Appraiser.

All requests by the CONSULTANT for a Specialty Report shall have the concurrence of the Review Appraiser and shall be subject to approval by the LPA. If it is determined by the LPA that a Specialty Report is necessary, then the LPA shall enter into a Specialty Report Agreement with a professional service provider to prepare the Specialty Report.

A “Specialty Report” is defined as a written report impartially and independently prepared by a qualified specialist setting forth an opinion of the valuation of specialty items to be used as data in or as a component part of an appraisal report. Examples of a specialty report may be a feasibility study or a report from a professional landscape architect to estimate the cost-to-cure damages to a golf course or from a professional engineer to provide a report on the cost of developing a subdivision of real estate.

Upon the completion of appraisal report(s), the CONSULTANT shall deliver one (1) hard copy and/or one (1) electronic copy of each appraisal report to the LPA. The LPA shall transmit all appraisal report(s) to the project Review Appraiser. The LPA will approve payment of the appraisal report(s) upon review, and acceptance or recommended approval from the Review Appraiser.

Revised Appraisal Reports and Project Sales Brochure

The LPA will review any and all revisions to the Right of Way Acquisition Maps and Deeds and in consultation with the Review Appraiser will determine if the revision will require a revised appraisal of the parcel. If it is determined that a revised appraisal report is necessary, the CONSULTANT will develop and report a revised appraisal. If the CONSULTANT initiates the request for revision to the Right of Way Plans and maps and deeds, the request must be made to the LPA and have the concurrence of the Review Appraiser. All appraisals shall be completed in accordance with the requirements above for appraisals.

Upon completion of the revised appraisal report(s), the CONSULTANT shall deliver to the LPA one (1) hard copy of the appraisal report and/or one (1) electronic copy. The LPA will transmit all revised appraisal report(s) to the project Review Appraiser.

If the revised appraisal report resulted in any changes or additions to the Project Sales Brochure, the CONSULTANT shall be responsible for including the new and/or revised sale record(s) to the LPA and the Review Appraiser. All revised appraisal report(s) shall be reviewed, accepted or recommended, by the Review Appraiser prior to any establishment of just compensation being made by the LPA. The LPA will approve payment of the revised appraisal report(s) upon review, acceptance and recommended approval from the Review Appraiser.

Preparation of Appraisals for Court Testimony

The following services may be included in the scope of work for this contract and in compensation covered under this contract. If the following services are required under the scope of work for this contract, the services shall be considered part of this contract and shall be commenced upon written authorization from the LPA at the time they are needed in accordance with the compensation agreed to in the fee schedule contained within the Real Estate Service Contract for LPAs in Mississippi.

If the preparation of appraisals for court testimony and attendance at pre-trial conferences or trial testimony or other court proceedings relating to the acquisition of the right of way for the Project are NOT covered by this Contract (or the compensation to the CONSULTANT under this Contract), the services may be considered as “Additional Services” for all purposes and the fees for “Additional Services” shall be negotiated and agreed to at the rates provided within the Real Estate Service Contract for LPAs in Mississippi by a Supplemental Agreement to this Contract prior to the rendering of such “Additional Services”.

In the event of condemnation proceedings, the LPA shall direct the CONSULTANT to prepare appraisal(s) for court testimony. The appraisal(s) for court testimony shall be completed in preparation for testimony before the Special Court of Eminent Domain and shall be performed and completed in accordance with the requirements set forth herein, as of the date of the filing of the suit.

A letter shall be sent by LPA to the CONSULTANT, requesting the preparation of an appraisal report for court, court pre-trial preparation conferences and meetings with the legal representatives of the LPA, and trial testimony if required. The appraisal for court shall include, but not be limited to, market research, property inspection(s), report writing and preparation, preparation of the discovery material, and transmittal letters. The appraisal report prepared for court testimony shall be reviewed and accepted by the Review Appraiser before any pre-trial conferences and court testimony unless otherwise authorized by the LPA. The LPA shall approve payment of the appraisal report prepared for court testimony, upon review and acceptance for court testimony by the project Review Appraiser.

The LPA may require and request the attendance of the CONSULTANT and/or the Appraiser of Record at conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences with the attorney prior to actual court trial. Also, the CONSULTANT, or, more specifically, the Appraiser of Record shall be available for court appearances and court testimony to provide an oral testimony of his appraisal for Court and opinion of market value.

The CONSULTANT shall be responsible for supplying all appraisal expert witness testimony and for delivering all Appraisal Reports for Court to meet all deadlines. In the event the Appraiser of Record cannot fulfill the obligations to testify as the valuation witness, the CONSULTANT shall be responsible for supplying a properly qualified substitute appraisal witness acceptable to the LPA at no additional costs above the agreed upon fee for this service.

No cost were included in this contract for condemnation or court appraisals, testimony or work related to condemnation.

ACQUISITION SCOPE OF WORK

General

The CONSULTANT shall perform the acquisition of real property scope of work in accordance with all applicable state and federal laws and regulations, including, but not limited to, the regulations found in the Uniform Act, 49 CFR 24.102.

Prior to the Initiation of Negotiations

After the LPA has received written authorization for the MDOT LPA District Coordinator to begin the acquisition process, but prior to the initiation of the negotiations, the CONSULTANT shall review ROW acquisition maps, instruments of conveyance and appraisals to verify the consistency of the information, such as the description of the area to be acquired and to identify all interests of each parcel.

Additionally, the CONSULTANT shall review title work to identify the owner(s) of record and any mortgages, tax liens, and other liens or judgments. If title update is needed, request shall be forwarded to the LPA Project Director.

Waiver Valuation

Prior to the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in 49 CFR 24.102(c) (2). An appraisal may not be required if:

1. The owner is donating the property and releases the Agency from its obligation to appraise the property; or
2. The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.
3. When the Agency determines the appraisal is unnecessary, the Agency shall prepare a waiver valuation; and
4. The person performing the waiver valuation must have sufficient understanding of the local real estate market to be qualified to make the waiver valuation.

The CONSULTANT in consultation with the Review Appraiser for the project shall make a recommendation to the LPA Project Director that a parcel meets the above criteria for being valued by a Waiver Valuation. The LPA Project Director shall provide the CONSULTANT with written approval to proceed with the acquisition of the parcel using a Waiver Valuation Form. (*See Exhibit B*). A Waiver Valuation shall be completed by the CONSULTANT for all applicable parcels and submitted to the LPA Project Director. The LPA shall establish the amount believed to be just compensation based on the total compensation of the Waiver Valuation. The LPA Project Director shall return the Waiver Valuation and the Establishment of Just Compensation to the CONSULTANT upon completion. The CONSULTANT shall use the Waiver Valuation and

Establishment of Just Compensation to prepare the Fair Market Value Offer (FMVO) for each Parcel. *(See Exhibit C)*. The LPA Project Director shall approve the FMVO prior to the offer being made to all interest holders of the property to be acquired by the CONSULTANT.

Establishment and Offer of Just Compensation

The LPA shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the recommended appraisal of the fair market value of the property, taking into consideration the value of allowable damages or benefits to any remaining property. The amount which the LPA believes is just compensation for the real property shall be established either by the appraisal and appraisal review process or the waiver valuation process. The LPA official must establish the amount believed to be just compensation, per 49 CFR 24.102(d). Promptly thereafter, the LPA shall provide CONSULTANT with the establishments of just compensation of the FMVO to enable the CONSULTANT to make the Fair Market Value written offer to the owner to acquire the property for the full amount believed to be just compensation. *(See Exhibit D, Establishment of Just Compensation Offer)*.

Begin Acquisition

As soon as feasible, after the LPA has received written authorization to begin the Right of Way Acquisition phase of the LPA project and the LPA has notified the CONSULTANT of receiving such written authorization, the CONSULTANT shall begin the acquisition process. The CONSULTANT shall make every reasonable effort to acquire the real property expeditiously by negotiation.

Administrative Settlement

The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and the authorized LPA official approves such administrative settlement as being reasonable, prudent, and in the public interest. The CONSULTANT shall furnish to the LPA official a written justification and request for Administrative Settlement, which states all applicable information, including trial risks, and all documentation in support of such a settlement, as set forth in 49 CFR 24.102(i) and §43-37-2 of the MS Code of 1972, Annotated as Amended. The LPA shall promptly advise the CONSULTANT of approval of an administrative settlement.

Acquisition by Deed

When a parcel is acquired by deed, the CONSULTANT shall furnish to the LPA the following:

1. The original documentation that an agreement was reached with the property owner(s) and agreed upon method of payment, with the signature of the CONSULTANT'S acquisition agent or CONSULTANT project manager recommending payment;
2. A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust including executed Third Party Release Authorization Form from the property owners;
3. An executed IRS Form W-9 from the property owner(s);
4. A copy of a Fair Market Value Offer (FMVO) which was given to every identifiable interest holder, including documentation and justification of any administrative settlements that are issued by the LPA. This Fair Market Value Offer shall be in a form prescribed by the LPA and the CONSULTANT may utilize the MDOT ROW Operations Manual for reference. (*See Exhibit C*).
5. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). If such liens do exist on the parcel, the CONSULTANT must certify that the property owner(s) have been made aware of these liens, and notified that such liens will be added to the check to be issued to them. If such liens can be satisfied before parcel is submitted for payment, the contact record shall indicate the date paid and proof of payment shall be attached. Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement. And;
6. An original closing statement signed by the CONSULTANT and all parties. This closing Statement shall be in a form prescribed by the LPA, but the CONSULTANT may utilize the MDOT ROW Operations Manual for reference. (*See Exhibit E*).

Acquisition by Donation

The CONSULTANT may acquire the parcel by donation as set forth in 49 CFR 24.108. In so doing, the CONSULTANT must fully inform the owner of the right to receive just compensation for such property, and that the owner(s) may donate such property, or any part thereof, or any interest therein, to the LPA, as the owner(s) shall determine. The CONSULTANT shall assure that the appraisal and review appraisal processes have occurred, unless the LPA determined prior to negotiations that the Waiver Valuation process is applicable and was utilized on the property or the owner(s) have waived the right to an appraisal. The CONSULTANT must obtain from all

ownership interests waiver of the right to an appraisal in writing, together with written waiver of the right to receive just compensation.

The instrument of conveyance for the donated parcel shall include the following clause and the clause must be initialed by the landowner(s) and the CONSULTANT acquiring:

“I/We fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. I/We hereby waive our right to just compensation and donate the real property herein described to _____.”

In the event that the property owner additionally waives the right to the appraisal process, an additional statement shall be added to the instrument of conveyance as follows:

“I/We further understand that we have the right to request that a fair market value appraisal of the property be made and I/We hereby waive that right.”

Acquisition by Condemnation

When a parcel is to be acquired by condemnation, CONSULTANT shall furnish the following:

1. Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowner(s). The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
2. Statement in contact record that a copy of the Fair Market Value Offer was delivered to every identifiable interest holding including a copy of the Fair Market Value Offer given; and
3. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement.

Once a parcel has been recommended for condemnation by the Consultant and the LPA Project Director has approved the parcel for condemnation, the LPA must pass an Order of Condemnation on each parcel being placed into condemnation.

Payment and Closings

Before requiring the owner to surrender possession of the real property, the LPA shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an amount not less than the LPA's approved (or recommended) appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property, as set forth in 49 CFR 24.102(j). It may be necessary for the CONSULTANT to be present at real property closings.

The CONSULTANT, when submitting a pay package to the LPA for processing and payment to the landowner(s) shall ensure that all necessary documentation is submitted to the LPA for their files. The CONSULTANT may utilize the MDOT ROW Operations Manual as reference and utilize The Consultant Checklist, or other similar document. (*See Exhibit F*).

Acquisition Status Reports and Record Keeping

The CONSULTANT shall furnish the LPA Project Director, on an agreed upon basis, a status report in a format prescribed by the LPA, using the MDOT ROM as a reference. (*See Exhibit G, Weekly Acquisition Status Report*). This status report shall be inclusive of, but not limited to, number of parcels in the Project, Project number(s), number of files in negotiation, number of files acquired and condemned, parcel numbers, date of negotiations, date of fair market value offers, date acquired, condemnation dates, acreage involved, values on land, improvements, and damages and amount(s) of any administrative settlement(s), if applicable.

All information and files must be maintained by the LPA for a period of three (3) years, and must be made available immediately to MDOT at any time upon MDOT's request. These records must be maintained as prescribed by 49 CFR Part 24 §24.9.

Payment of Services

The LPA will be liable to CONSULTANT for acquisition fees upon receipt of all necessary and recorded conveyance instruments from the CONSULTANT.

RELOCATION ASSISTANCE SCOPE OF WORK

General

The CONSULTANT shall provide full and complete Relocation Assistance services for displaced persons in compliance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs. For additional reference, the LPA may refer to the MDOT ROW Operations Manual as a guide.

Qualifications Requirements for CONSULTANT Relocation Assistance Agents

The CONSULTANT Relocation Assistance Agents shall meet the following minimum requirements:

Education:

Graduation from a standard four-year high school or equivalent (GED)

AND

Experience:

Seven (7) years' experience related to relocation assistance.

Completion of the Relocation Assistance Certification Program courses associated with the International Right of Way Association (IRWA) and the National Highway Institute (NHI) may be substituted for two (2) of the seven (7) years' experience required.

Project Requirements

The CONSULTANT shall assign to each project under contract with the LPA having from one (1) to twenty (20) relocation files, a minimum of one (1) Relocation Assistance Agent having either a SR/WA designation or a Relocation Assistance Certification (R/W-RAC) from the International Right of Way Association (IRWA) or other governing body as determined by the LPA.

For any relocation project having between twenty (20) to forty (40) relocation files, the CONSULTANT shall provide a minimum of two (2) Relocation Assistance Agents whom shall be certified as specified above.

For any relocation project having between forty (40) and (60) relocation files, the CONSULTANT shall provide a minimum of three (3) Relocation Assistance Agents whom shall be certified as specified above.

For any relocation project that exceeds (60) relocation files, an additional Relocation Assistance Agent shall be assigned to each additional twenty (20) relocation files. The additional Relocation Assistance Agents shall be certified as specified above.

If a trainee is assigned to work on a project, the trainee must be supervised by a Relocation Assistance Agent and confined to data collection duties only.

Relocation Assistance Scope of Work Functions

Prior to initiation of acquisition procedures, the CONSULTANT shall conduct a survey of the entire project. Within five (5) days of completion of the Relocation Assistance survey, a summary report of the results shall be submitted to the LPA. The summary report content shall include, at a minimum, a list of all potential displaced persons, identified by file number, type of displacement anticipated, and a summary of any special or unusual problems foreseen.

It is the LPA's responsibility to review and approve all replacement housing computations and moving expense determinations prior to making an offer to the displacee. The LPA shall provide the CONSULTANT a written notice of approval.

All Relocation Assistance payments require final approval by the LPA. When a claim for payment is not approved by the LPA, corrections shall be made and the claim re-submitted to the LPA within a reasonable amount of time as specified by the LPA.

The CONSULTANT shall be responsible for determining all necessary moving expenses and/or cost-new estimates. Any and all fees for cost estimates must be approved by the LPA Project Director prior to being requested by the CONSULTANT. The CONSULTANT shall pay for the estimate and shall be reimbursed by the LPA. For personal property moves of Two Thousand Dollars (\$2,000.00) or more, estimates from two (2) commercial movers are mandatory. When offering Cost New Replacement Housing, estimates from two (2) qualified builders who are licensed and bonded are required.

The CONSULTANT shall maintain adequate records of Relocation Assistance contacts for each file. The CONSULTANT Agent(s) assigned to a project shall contact displacees at least every two (2) weeks until the file is closed or placed in Eminent Domain proceedings. All records shall be kept in a format prescribed by the LPA. These records shall include a detailed narrative account of what transpired, what was said, advisory services provided, and agent signature.

These records shall include, at a minimum:

1. Date and place of contact;
2. Names of persons contacted and summary of discussion concerning the situation, problem(s), question(s) asked and answer(s) given;
3. Determination of replacement housing payments, supplemental rent payments, moving expenses, incidental expenses, in-lieu payments, and re-establishment expenses;
4. Offer letters, discussion of explanation of offer and summary of discussion between displacee and CONSULTANT;
5. Date the displacement parcel was acquired;
6. Amount of compensation paid for the parcel, together with any explanation of any administrative settlement;
7. Summary of advisory information provided to displacee;
8. Pictures of the replacement and displacement dwellings, and the removal and reinstallation of personal property;

9. Date offer was recommended for eminent domain proceedings and copy of required notices sent;
10. Date the property was vacated and certification to the removal of all personal property;
11. Explanation as to displacee qualification or non-qualification for any Relocation Assistance payment(s); and
12. A complete copy of the relocation file is to be placed with the condemnation file.

The CONSULTANT shall furnish an up-to-date status report in the time frame prescribed by the LPA in a format prescribed by the LPA (*See Exhibit H, Weekly Relocation Assistance Status Report*). Reports are due to LPA for the duration of this Contract.

The CONSULTANT assigned to a project shall remain available to all parties until all of the displacees have been relocated and all documentation and claims submitted and final payment made, or until services of the CONSULTANT are otherwise terminated or concluded under this Contract.

The CONSULTANT shall be responsible for notifying the LPA, in writing, within three (3) days of when improvements have been vacated.

Relocation Assistance Procedures

The CONSULTANT shall follow these procedures when called upon to act on behalf of the LPA, unless specifically stated otherwise:

1. The initial contact documentation and pertinent completed forms must be available for review by the LPA, the MDOT ROW Coordinator, and FHWA official(s) or designee(s) at all times until the file is complete and closed. Upon closing, the file shall be sent to the LPA for their records.
2. The certificate of legal residency must be obtained from every displacee.
3. The LPA must approve any administrative settlements for CONSULTANT files. The CONSULTANT shall be required to submit a written justification explaining the amount of and where the administrative settlement was placed. Administrative settlements made must be properly recorded to avoid any duplication of payments.
4. The LPA must advise the CONSULTANT of any file(s) that are condemned to ensure payment(s) are not processed for Relocation Assistance entitlement(s) on condemned file(s) unless pre-approved.
5. The CONSULTANT must attend closings with displacees when replacement property is purchased, tendering the relocation check from the LPA to the closing attorney, and obtaining copies of documentation as listed in Item 6 below. All closing documentation shall be placed in the displacee's file.

6. Prior to the release of a replacement housing payment check, the CONSULTANT must review the closing documents and verify that the terms of the sale are the same as those stated in the displacee's contract. The following documentation must be obtained at the closing:
 - a. Copy of the executed HUD closing statement signed by the seller, the buyer and the attorney;
 - b. Copy of the executed Warranty Deed;
 - c. Copies of all checks issued from the attorney's escrow account that are pertinent to the purchase price of the replacement dwelling;
 - d. Copy of the executed mortgage note;
 - e. Copy of the Deed of Trust;
 - f. Truth-in-Lending Statement;
 - g. Title opinion and owner's title insurance; and
 - h. Written documentation of closing by CONSULTANT.
7. The CONSULTANT shall obtain a copy of the recorded Warranty deed and if there is a mortgage at the replacement dwelling, a copy of the recorded Deed of Trust prior to closing the file.
8. Replacement properties that are acquired through less than arms-length transactions (relatives, close associates, etc.) must include an appraisal and appraisal review.
9. When a dwelling is vacated, the CONSULTANT shall ensure photographs are taken of the dwelling, internal and external. The CONSULTANT shall provide written documentation of the inspection, along with the key to the dwelling, to the LPA.
10. The CONSULTANT shall, immediately upon recommending a file for condemnation, send the displacee a 90-Day Quick-Take Notice by Certified Mail, return receipt requested, along with an appropriate Eminent Domain Letter. Additionally, the CONSULTANT shall mail by Certified Mail, return receipt requested, the 30-Day Quick-Take Notice after sixty (60) days have passed from the date of delivery of the 90-Day Quick-Take Notice and the required funds are deposited with the Circuit Clerk of the Special Court of Eminent Domain. The CONSULTANT, upon receipt of the Right of Entry and Immediate Possession, and after the expiration of the 30-Day Quick-Take Notice, shall send, at the LPA's discretion and with prior approval, to the displacee a 45-Day Encroachment Letter or process for eviction.
11. The CONSULTANT must provide confirmation of sending all 30-Day Quick-Take Notice(s), 90-Day Quick-Take Notice(s), and 30-Day Notice(s), along with the appropriate eminent domain letters as soon as each is sent and delivery confirmation is received.
12. The CONSULTANT shall provide to the LPA non-residential reestablishment expense(s) supporting documentation in accordance with the following:

- a. A business may qualify as a business with the submission of documentation deemed acceptable by the LPA. Appropriate documentation shall include, but is not limited to, the business Tax ID number, privilege license, business permit, and federal income tax return(s); and
 - b. The use of the non-residential reestablishment expense payment for the purpose of purchasing capital assets is prohibited, unless otherwise stated by LPA. In each instance where a non-residential reestablishment payment is used to construct a new replacement improvement or purchase an existing replacement site and/or improvement, the proposed purchase must be fully documented and pre-approved by the LPA.
13. An increased interest payment (mortgage interest buy-down) is based upon the mortgage in effect upon the displacement dwelling relative to the prevailing interest rate in the area in which the replacement dwelling is located. A mortgage obtained at an interest rate higher than the prevailing interest rate for the area shall not qualify for an increased interest payment. The CONSULTANT shall contact the LPA if any question arises as to the displacee's qualification for this payment.
14. The CONSULTANT will furnish all information necessary to determine the number of businesses on a parcel and the number of CONSULTANT fees for businesses that may be charged to a parcel for determination and approval by the LPA.
15. The CONSULTANT shall submit to the LPA a written statement of relocation assistance completion and that the file is closed.
16. The CONSULTANT is allowed to approve one (1) 30-day extension to vacate the displacement property and remove all personal property. All other extensions must be approved by the LPA Project Director.
17. The CONSULTANT shall deliver all original documentation to the LPA for their records.

Payment of Services

At the discretion of the LPA, the LPA may choose to allow the CONSULTANT to request full payment of relocation fees when the file is closed, or allow the CONSULTANT to submit request, for each parcel, for a partial payment of fifty percent (50%) of the contracted fee when the relocation offer is made and a copy of the offer letter and supporting documentation is provided to the LPA. The CONSULTANT may submit request for final payment of the contracted fee after proper completion of all documentation and expiration/exhaustion of the displacee's relocation assistance benefits, (i.e. that the file may be completely closed).

Relocation Assistance Review

Due to the complexity of the relocations and/or the size of the project, the CONSULTANT shall conduct a review of the documentation of Relocation Assistance payments and services in each file to ascertain compliance with all local, state, and federal regulations.

The CONSULTANT Relocation Review agent(s) shall be independent of the Relocation Assistance agent(s) and shall provide a report to the CONSULTANT upon conclusion of review of each relocation file.

Relocation assistance review shall include the following:

1. Review Relocation Assistance Agent'(s) statement;
2. Review relocation comparable brochure;
3. Review and approve purchase supplement and moving expense offer computation for residential owners;
4. Review and approve rent supplement and moving expense offer computation for residential tenants;
5. Review and approve moving expense offer computation and business reestablishment for business owners and business tenants;
6. Review and approve all claims for purchase supplement payment, incidental expense, and moving expense for residential owners;
7. Review and approve all claims for rent supplement payment and moving expenses for residential tenants;
8. Review and approve all claims for business reestablishment, search expense, fixed payment, and moving expense for business owners and business tenants; and
9. Review and approve closure of all relocation files.

Schedule of Exhibits

- A. Project Progress Schedule
- B. Waiver Valuation Form
- C. Fair Market Value Offer
- D. Establishment of Just Compensation Offer
- E. Right of Way Agent's Closing Statement
- F. Acquisition Consultant Checklist
- G. Weekly Acquisition Status Report
- H. Weekly Relocation Assistance Status Report

Exhibit C

FAIR MARKET VALUE OFFER

LPA _____

Name:	Date:
Address:	Project:
	County:
	ROW Parcel(s):

It is necessary that the LPA _____ acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/waiver valuation in the amount of \$_____.

___ Appraisal. ___ Waiver Valuation. This Waiver Valuation was made based upon recent market date in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvements being acquired are:

The following real property and improvements are being acquired but not owned by you:

Separately held interest(s) in the real property are valued at \$_____. These interests are not included in the above fair market value offer.

Land Value:	\$
Improvements:	\$
Damages:	\$
TOTAL FAIR MARKET VALUE OFFER	\$

NOTE: All interests must be acquired by the LPA before any payment will be made.

Right of Way Acquisition Agent

(Consultant or LPA)

Exhibit D

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d).

“Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation.”

The property that is the subject of this offer of just compensation is as follows:

Owner:

Parcel #:

Project #:

County:

Under the authority conveyed to me by the (name of LPA)_____ and based on the _____recommended appraisal or the _____approved Waiver Valuation for the above-named property, which is inclusive of all compensable interests, I, (name)_____, (title)_____, do hereby establish the (name of LPA)_____ offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$_____.

Signed: _____ Date: _____

EXHIBIT 3 FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual Labor Hour/Unit Cost per parcel Basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, or all salaries, payroll additives, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead, and direct costs. Direct salaries are those amounts actually paid to the person performing the Services which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to the Contract.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay). All Direct costs shall be substantiated with supporting documentation in accordance with the MDOT State Travel Handbook. All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor-Hour rate as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit (for Phase II Eminent Domain appraisal pre-trial and trial testimony). The Labor-Hour rate shall be established in the Rate Table of Exhibit 3. Labor Hour rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Labor Hour rates shall not exceed those rates established in the Rate Table of Exhibit 3.

Unit-cost rates as the term is used herein shall include all direct salaries, payroll additives, overhead, direct costs and profit, as well as any other associated expenses. The Unit-Cost rates shall be established in the Rate Table of Exhibit 3. Unit-cost rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Unit-cost rates shall not exceed those rates established in the Rate Table of Exhibit 3.

- All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc. See the **Real Estate Services Fee Schedule found earlier in this document for detailed expenses.**

***Note:** If services stated are not rendered then charges will not be applied

***Note:** Under no circumstances shall the amount payable by the LPA for this assignment exceed the Total Maximum Allowable Costs of **\$22,550** (Total of all Charges) without the prior written consent of both parties.

The LPA may retain 5% of the CONSULTANTS invoice amount until a final payment request has been received an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the LPA, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).
3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.
4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.
5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required

to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).
8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
9. Disadvantaged Business Enterprises (DBE): It is the policy of the MDOT to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT

which may result in the termination of this CONTRACT or such other remedies as the MDOT deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled “American National Standard for High-Visibility Safety Apparel and Headwear” – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A,
C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for LPA of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or LPA of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with LPA of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$25,000 and all sub-consultants shall certify and disclose accordingly.

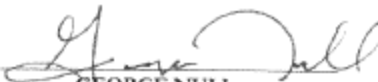
I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for LPA, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement, or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 25th day of March, 2022

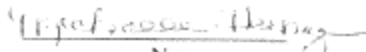
COLLINS AND NULL APPRAISALS, INC.

BY: 
GEORGE NULL

ATTEST: Michelle Heinzeroth

My Commission Expires:




Notary

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20__.

LPA _____
CITY OF HATTIESBURG

Chief Administrative Official

My Commission Expires:

Notary

EXHIBIT 8

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 5, 2022

Re: Approve contract with Atlas Right of Way Services to provide Right-of-Way and Property Acquisition services for the Gordon's Creek Commons TAP Project; Authorize the Mayor to execute in duplicate.
File Number: 2022-229
Minute Book #

Summary

Approve contract with Atlas Right of Way Services to provide Right-of-Way and Property Acquisition services for the Gordon's Creek Commons TAP Project; Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 5, 2022 City Council meeting for consideration.

REAL ESTATE SERVICE CONTRACT
FOR GORDON'S CREEK COMMONS PROJECT

Gordon's Creek Commons, Forrest County, MS
FORREST COUNTY MISSISSIPPI

This CONTRACT, is made and entered into by and between the *City of Hattiesburg*, a body Politic of the State of Mississippi (the "LPA"), and *Atlas Right of Way Services* (the "CONSULTANT"), a *S-Corporation* duly registered to do business in the State of Mississippi, whose address for mailing is *5297 Old Hwy 11, Suite 8, Box 281, Hattiesburg, MS 39402*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA requires the right of way real estate services of a CONSULTANT to perform *right of way services to include acquisition services*, hereinafter called the "PROJECT", as requested by the LPA; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to conduct said services as stated above, hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all Right of Way (ROW) services and materials required to perform the tasks described in the Scope of Work for the proposed project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise

specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT. When in conflict between the Project Development Manual for LPA (PDM) and this CONTRACT, the PDM will govern.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the SERVICES in accordance with the General Scope of Work attached to this contract as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase under this CONTRACT at any time. The LPA will be responsible for fees incurred up to the time of cancellation.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until the LPA issues a written **Letter of Acceptance (LOA)** at which time this CONTRACT shall absolutely and finally terminate. However, the CONSULTANT may not begin work **prior to receiving a written Notice to Proceed.**

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and

agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

If the CONSULTANT provides SERVICES hereunder, it shall be paid on a labor hour/unit cost per parcel basis as set forth in "Exhibit 3" to this CONTRACT. If the CONSULTANT provides SERVICES hereunder, the maximum amount payable under this CONTRACT for all services that are provided hereunder is the dollar amount specified in Exhibit 3 to this CONTRACT hereof by reference as fully as if copied herein in words and figures. Under no circumstances shall the LPA be liable for any amounts, including all costs which exceed the maximum dollar amount of compensation that is specified in and set forth in the Exhibit 3.

For purposes of this CONTRACT, "parcel," also referred to as a "file," is a piece of real estate, improved or unimproved, that may be acquired as part of a right of way project, or is defined by property lines, described in metes and bounds, or other acceptable legal description, and includes all interests necessary for the LPA to acquire fee simple title to the property, less any interests that the LPA may exclude. Warranty deeds, quitclaim deeds, temporary easements, or other instruments may be required from one or more holders of a possible interest in the parcel for the LPA to acquire fee simple title. Compensation shall be based on acquisition of a "parcel" or "file" and not on the number of instruments necessary for acquisition of a "parcel" or "file."

Each phase of the SERVICES, being acquisition services, shall become eligible for payment following the appropriate determination by the LPA of the following:

(1) For Acquisition fees:

For each parcel acquired by deed(s): Upon the recording of the deed and notification from the LPA, "Acquisition Revisions" or "Additional Interests" shall be completed at fee to be determined by the LPA, which shall be based on the percent of effort relative to the initial negotiated Acquisition fee.

For each parcel which is referred to the LPA for further negotiations or filing of condemnation proceedings. Acquisition fee will be invoiced upon receipt of Right of Entry and notification from LPA. Approval of written documentation and reports required and based on the LPA determination of the time and effort expended by the CONSULTANT, but not to exceed the price of a successful acquisition by deed(s).

B. Billing (Labor Hour/Unit Cost price)

The CONSULTANT may submit monthly progress billings based on the rates established in this CONTRACT and the time expended on the PROJECT through the end of the billing period. Each billing shall include all time and allowable expenses through the end of the billing period and should include all the supporting documentation necessary for the appropriate LPA personnel to recommend payment. Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT total. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that MDOT and/or FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA may retain the final 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

See the Right of Way Real estate fee services schedule on the following page.

Real Estate Services Fee Schedule
Gordon's Creek Commons Project, Forrest County, MS

MAXIMUM ALLOWABLE COST

The consultant shall not exceed the "Cost per Parcel" rate established for this Work Assignment identified below. The items left blank (x) are not needed at this time. If necessary, they will be added on an amended contract. It should be noted, the parcels listed as temporary easements on this project are being handled by the engineer or other outside party.

Function	Number	Cost per Parcel	Total Cost
<u>APPRAISAL PHASE</u>			
Original Appraisal Report			
Unimproved	0	\$ 0	\$ 0
Improved	0	\$ 0	\$ 0
Complex	0	\$ 0	\$ 0
Revised Appraisal Reports		50% of original fee	\$ 0
Appraisal Reports for Court			
Unimproved		\$ 0	\$ 0
Improved		\$ 0	\$ 0
Pretrial Preparation and Trial Testimony for Court			
		\$ 0	\$ 0
<u>ACQUISITION PHASE</u>			
Original Acquisition of Parcels			
Waiver Valuation Report	0	\$ 800	\$ 0
Acquisition of Unimproved Parcel	2	\$2,450	\$4,900
Acquisition of Improved Parcel	1	\$3,450	\$3,450
Acquisition of Revised Parcel (If Needed)		\$1,225 each	\$ 0
<u>RELOCATION PHASE</u>			
Relocation Assistance			
Residential	0	\$ 0	\$ 0
Business	0	\$ 0	\$ 0
Farm	0	\$ 0	\$ 0
Non-Profit	0	\$ 0	\$ 0
Miscellaneous Personal Property	0	\$ 0	\$ 0
TOTAL DIRECT COSTS			\$ 0
TOTAL MAXIMUM ALLOWABLE COSTS			\$8,350

**It should be noted that the appraisal review and relocation review are separate items not included in this contract.*

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation.

The CONSULTANT shall clearly indicate on its last Invoice that the Invoice is "FINAL". The LPA will confirm that the PROJECT is ready to be closed and the "FINAL" Invoice may be paid. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination/completion of the PROJECT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT thereunder or amendments thereto. Authorized representatives of the MDOT and/or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will MDOT and/or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies, maps and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the MDOT and/or FHWA may also review and inspect said reports, drawings, studies and computations prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligation to correct, at its expense, any of its breaches, errors and/or omissions in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any

deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including attorney fees, to the extent caused by any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel has sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this CONTRACT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier."

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of the CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of the CONTRACT as evidence that policies providing the

required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of the CONTRACT and thereafter on an annual basis for the duration of the PROJECT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, LPA, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties, and shall be submitted to MDOT for concurrence. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to

properly provide the SERVICES required on any particular phase of the CONTRACT begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT **MAY NOT** begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the maximum not to exceed amount of the contract, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces.

It should be noted that the entire appraisal phase will be subcontracted to Collins and Null appraisals.

Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

**ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND
WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to

the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Forrest County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Forrest County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, (as amended) in its administration of this CONTRACT or any subcontract resulting here from.
- F. The CONSULTANT shall abide by the provisions of the U.S. Department of Transportation regulations on Disadvantaged Business Enterprises, 49 CFR Part 26 (as amended), and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACT.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does

not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the LPA may notify the CONSULTANT, in writing, of the LPA'S intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Lamar Rutland, PE

Director of Engineering

PO Box 1898

Hattiesburg, MS 39403

Telephone: **601-545-4540**

Facsimile: **601-545-4642**

E Mail: **lrutland@hattiesburgms.com**

For Technical Matters:

Mike Essary, PE

Con Engineer

2203 Hardy Street

Hattiesburg, MS 39402

Telephone: **601-545-1565**

Facsimile: **601-545-2267**

E Mail: **michael.essary@neel-schaffer.com**

CONSULTANT:

For Contractual Matters:

Jonathan Null

Project Manager/President

6760 US Hwy 98, Ste 2

Hattiesburg, MS 39402

Telephone: **601-271-9044**

Facsimile: **601-271-9099**

E Mail: **bj@atlasrightofway.com**

For Technical Matters:

Jonathan Null

Project Manager/President

6760 US Hwy 98, Ste 2

Hattiesburg, MS 39402

Telephone: **601-271-9044**

Facsimile: **601-271-9099**

E Mail: **bj@atlasrightofway.com**

RELOCATION:

Relocation Matters

Mark Dye

Relocation Agent

Telephone: **601-650-0800**

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

CITY OF HATTIESBURG

TOBY BARKER, MAYOR

ATTEST: _____

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

ATLAS RIGHT OF WAY SERVICES

BY: 

JONATHAN NULL

ATTEST: 

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

EXHIBIT 2

Right of Way Real Estate Services

Scopes of Work

Gordon's Creek Commons Project, Forrest County, MS

General

The scope of work under this Right of Way Real Estate Services Contract identifies the real estate services that may be requested from the CONSULTANT under this contract. The services are described in the following pages and may include either some or all of the following list of services:

1. Appraisal
2. Acquisition
3. Relocation

The services performed under this contract shall be performed by the CONSULTANT on behalf of the LPA in accordance with the terms and conditions of the Contract. The specific scope of work and services requested under this contract will depend on the specific requirements of the project. The CONSULTANT shall only perform the scope of work identified in the following pages for the Project with prior authorization and notice to proceed from the LPA. Any services performed under this contract shall conform to state and federal laws and regulations to include, but not limited to, Federal Regulations 49 CFR 24. The services performed shall also be in accordance with the Project Progress Schedule attached to this Scope of Work. (See *Exhibit A*).

For brevity throughout the following paragraphs, references to the Local Public Agency "LPA" shall refer to CITY OF HATTIESBURG, "MDOT" shall refer to Mississippi Department of Transportation and "CONSULTANT" shall refer to the consultant hired by the LPA to perform the real estate services under this contract.

For specific policies and procedures regarding the ROW process to be followed during any of the listed ROW services, the CONSULTANT shall refer to the current Excerpt Sections MDOT Right of Way Operations Manual, For use as a guide by LPAs in Mississippi as a guide.

APPRAISAL SCOPE OF WORK

General

After written authorization has been received by the LPA from the MDOT LPA District Coordinator, but prior to the initiation of negotiations on any parcel of property on the Project, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws including, without limitations, including the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. Mississippi law applicable to governmental acquisition appraisal;
4. The appraiser must be a Licensed Real Estate Appraiser in good standing with the Mississippi Real Estate Appraiser License and Certification Board and should have a minimum of two (2) years' experience in appraisal for the purpose of the acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act;
5. All appraisal reports shall be completed in a format materially equivalent to the MDOT Appraisal Report forms; and
6. If the MDOT Appraisal Report Forms are used, all references to MDOT must be edited to replace MDOT with the name of the LPA.

Definitions

CONSULTANT – The person, firm or company, including any sub-consultants hired by the CONSULTANT, that has been contracted by the LPA to perform any of the real estate services defined in the scope of work to this contract.

APPRAISER OF RECORD – The appraiser who is a licensed certified general real estate appraiser with experience in appraising real estate and interests in real property for the purpose of right of way acquisition and develops and reports the appraisals for each parcel on the project.

REVIEW APPRAISER – The Review Appraiser for the project, either performing as an employee of the LPA or hired by the LPA by contract. The Review Appraiser shall be a licensed certified general real estate appraiser with a minimum of six (6) years of experience in appraising and/or appraisal review of real estate and interests in real property for the purpose of right of way acquisition.

RECOMMENDED APPRAISAL – Review Appraisers under contract by the LPA to perform appraisal review services are only authorized to “recommend” an appraisal report to the LPA as the basis for the amount believed to be as just compensation. An authorized official of the LPA shall utilize the “Recommended Appraisal” to establish the amount believed to be just compensation.

ACCEPTED APPRAISAL – Meets all requirements, but not selected as recommended.

NOT ACCEPTED APPRAISAL – Does not meet all requirements and is not selected as accepted, or recommended.

Appraisal Meeting

Before beginning developing or reporting of any appraisal work, the CONSULTANT (including any sub-consultants) and the Review Appraiser shall meet jointly with the LPA to discuss project plans, Right of Way procedures and the appraisal scope of work. At the meeting, the type of appraisal reports (Total Before and After of Improved Property, Land, and Short Form appraisal reports), parcels that may qualify for use of waiver valuations, and the need for specialty reports will be discussed. At this meeting the LPA shall provide to the CONSULTANT the following:

1. Right of Way Acquisition Map(s);
2. Deeds (Conveyance instruments);
3. Deraignment of title on all parcel interests;
4. One set of ROW plans; and
5. Other pertinent information about the project.

Appraisal Development and Reporting

Once the MDOT LPA District Coordinator has issued written authorization to begin the acquisition process, the Review Appraiser has accepted the Project Sales Brochure and the LPA has issued notice to proceed to the CONSULTANT, the CONSULTANT may begin the appraisal development and reporting. The CONSULTANT shall develop a fully documented real property appraisal report on each parcel of property for the Project, and in so doing shall make a personal inspection of each parcel appraised.

Before the initiation of negotiations the real property to be acquired shall be appraised, except as provided in 24.102(c)(2), and the CONSULTANT shall notify the owner in writing of the LPA's interest in acquiring the real property and the basic protections provided to the owner by law and shall offer in writing to the property owner(s) or the property owner(s)' designated representative an opportunity to accompany the appraiser on the inspection of the property, in compliance with 49 CFR 24.102(c)(1). This offer to accompany the appraiser must be documented in the appraisal report. The CONSULTANT shall provide the owner with the following:

1. Owner-Appraiser Contact Letter;
2. Highlighted copy of the ROW Acquisition Map; and
3. Citizen's Right of Way Acquisition Guide.

Each notification provided to the property owner or occupant shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the LPA files in compliance with 49 CFR 24.5.

A fully documented real property appraisal report shall be considered to be the value of all compensable interests under the laws of the State of Mississippi, including the before and after rule, pertaining to the same parcel. In addition to the fee simple interest, this is to include all leasehold and leased fee interests, permanent easements, access rights, uneconomical remnants, (remainders), temporary easements, and any other interest in the real property, excluding utility easements.

As mentioned above, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws, including the Uniform Act Regulations found in 49 CFR 24. Therefore, Appraisal Reports developed and reported as part of this scope of work shall, at a minimum, meet the following requirements as defined in 49 CFR 24.103.

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property. (*See appendix A, §24.103(a) (1).*)
2. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value. (*See appendix A, §24.103(a) (1).*)
3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate. And;
5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

The per-parcel appraisal fee (*See Exhibit 3, Real Estate Services Fee Schedule*) agreed to and made a part of the Real Estate Service Contract for the LPA shall include any and all expenses necessary for, and related to, completion of the Project Sales Brochure, the appraisal development and reporting, for the parcel, including, but not being limited to, timber cruises, cost-to-cure quotes, and cost-new estimates and, upon request by the LPA, any time required to attend conferences for the purpose of discussing certain aspects of the appraisal report, not to include time and expense for eminent domain purposes. The LPA shall approve payment of appraisal reports for each parcel appraised upon review and acceptance or recommended approval of the appraisal report from the Review Appraiser.

All requests by the CONSULTANT for a Specialty Report shall have the concurrence of the Review Appraiser and shall be subject to approval by the LPA. If it is determined by the LPA that a Specialty Report is necessary, then the LPA shall enter into a Specialty Report Agreement with a professional service provider to prepare the Specialty Report.

A “Specialty Report” is defined as a written report impartially and independently prepared by a qualified specialist setting forth an opinion of the valuation of specialty items to be used as data in or as a component part of an appraisal report. Examples of a specialty report may be a feasibility study or a report from a professional landscape architect to estimate the cost-to-cure damages to a golf course or from a professional engineer to provide a report on the cost of developing a subdivision of real estate.

Upon the completion of appraisal report(s), the CONSULTANT shall deliver one (1) hard copy and/or one (1) electronic copy of each appraisal report to the LPA. The LPA shall transmit all appraisal report(s) to the project Review Appraiser. The LPA will approve payment of the appraisal report(s) upon review, and acceptance or recommended approval from the Review Appraiser.

Revised Appraisal Reports and Project Sales Brochure

The LPA will review any and all revisions to the Right of Way Acquisition Maps and Deeds and in consultation with the Review Appraiser will determine if the revision will require a revised appraisal of the parcel. If it is determined that a revised appraisal report is necessary, the CONSULTANT will develop and report a revised appraisal. If the CONSULTANT initiates the request for revision to the Right of Way Plans and maps and deeds, the request must be made to the LPA and have the concurrence of the Review Appraiser. All appraisals shall be completed in accordance with the requirements above for appraisals.

Upon completion of the revised appraisal report(s), the CONSULTANT shall deliver to the LPA one (1) hard copy of the appraisal report and/or one (1) electronic copy. The LPA will transmit all revised appraisal report(s) to the project Review Appraiser.

If the revised appraisal report resulted in any changes or additions to the Project Sales Brochure, the CONSULTANT shall be responsible for including the new and/or revised sale record(s) to the LPA and the Review Appraiser. All revised appraisal report(s) shall be reviewed, accepted or recommended, by the Review Appraiser prior to any establishment of just compensation being made by the LPA. The LPA will approve payment of the revised appraisal report(s) upon review, acceptance and recommended approval from the Review Appraiser.

Preparation of Appraisals for Court Testimony

The following services may be included in the scope of work for this contract and in compensation covered under this contract. If the following services are required under the scope of work for this contract, the services shall be considered part of this contract and shall be commenced upon written authorization from the LPA at the time they are needed in accordance with the compensation agreed to in the fee schedule contained within the Real Estate Service Contract for LPAs in Mississippi.

If the preparation of appraisals for court testimony and attendance at pre-trial conferences or trial testimony or other court proceedings relating to the acquisition of the right of way for the Project are NOT covered by this Contract (or the compensation to the CONSULTANT under this Contract), the services may be considered as “Additional Services” for all purposes and the fees for “Additional Services” shall be negotiated and agreed to at the rates provided within the Real Estate Service Contract for LPAs in Mississippi by a Supplemental Agreement to this Contract prior to the rendering of such “Additional Services”.

In the event of condemnation proceedings, the LPA shall direct the CONSULTANT to prepare appraisal(s) for court testimony. The appraisal(s) for court testimony shall be completed in preparation for testimony before the Special Court of Eminent Domain and shall be performed and completed in accordance with the requirements set forth herein, as of the date of the filing of the suit.

A letter shall be sent by LPA to the CONSULTANT, requesting the preparation of an appraisal report for court, court pre-trial preparation conferences and meetings with the legal representatives of the LPA, and trial testimony if required. The appraisal for court shall include, but not be limited to, market research, property inspection(s), report writing and preparation, preparation of the discovery material, and transmittal letters. The appraisal report prepared for court testimony shall be reviewed and accepted by the Review Appraiser before any pre-trial conferences and court testimony unless otherwise authorized by the LPA. The LPA shall approve payment of the appraisal report prepared for court testimony, upon review and acceptance for court testimony by the project Review Appraiser.

The LPA may require and request the attendance of the CONSULTANT and/or the Appraiser of Record at conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences with the attorney prior to actual court trial. Also, the CONSULTANT, or, more specifically, the Appraiser of Record shall be available for court appearances and court testimony to provide an oral testimony of his appraisal for Court and opinion of market value.

The CONSULTANT shall be responsible for supplying all appraisal expert witness testimony and for delivering all Appraisal Reports for Court to meet all deadlines. In the event the Appraiser of Record cannot fulfill the obligations to testify as the valuation witness, the CONSULTANT shall be responsible for supplying a properly qualified substitute appraisal witness acceptable to the LPA at no additional costs above the agreed upon fee for this service.

No cost were included in this contract for condemnation or court appraisals, testimony or work related to condemnation.

ACQUISITION SCOPE OF WORK

General

The CONSULTANT shall perform the acquisition of real property scope of work in accordance with all applicable state and federal laws and regulations, including, but not limited to, the regulations found in the Uniform Act, 49 CFR 24.102.

Prior to the Initiation of Negotiations

After the LPA has received written authorization for the MDOT LPA District Coordinator to begin the acquisition process, but prior to the initiation of the negotiations, the CONSULTANT shall review ROW acquisition maps, instruments of conveyance and appraisals to verify the consistency of the information, such as the description of the area to be acquired and to identify all interests of each parcel.

Additionally, the CONSULTANT shall review title work to identify the owner(s) of record and any mortgages, tax liens, and other liens or judgments. If title update is needed, request shall be forwarded to the LPA Project Director.

Waiver Valuation

Prior to the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in 49 CFR 24.102(c) (2). An appraisal may not be required if:

1. The owner is donating the property and releases the Agency from its obligation to appraise the property; or
2. The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.
3. When the Agency determines the appraisal is unnecessary, the Agency shall prepare a waiver valuation; and
4. The person performing the waiver valuation must have sufficient understanding of the local real estate market to be qualified to make the waiver valuation.

The CONSULTANT in consultation with the Review Appraiser for the project shall make a recommendation to the LPA Project Director that a parcel meets the above criteria for being valued by a Waiver Valuation. The LPA Project Director shall provide the CONSULTANT with written approval to proceed with the acquisition of the parcel using a Waiver Valuation Form. (*See Exhibit B*). A Waiver Valuation shall be completed by the CONSULTANT for all applicable parcels and submitted to the LPA Project Director. The LPA shall establish the amount believed to be just compensation based on the total compensation of the Waiver Valuation. The LPA Project Director shall return the Waiver Valuation and the Establishment of Just Compensation to the CONSULTANT upon completion. The CONSULTANT shall use the Waiver Valuation and

Establishment of Just Compensation to prepare the Fair Market Value Offer (FMVO) for each Parcel. *(See Exhibit C)*. The LPA Project Director shall approve the FMVO prior to the offer being made to all interest holders of the property to be acquired by the CONSULTANT.

Establishment and Offer of Just Compensation

The LPA shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the recommended appraisal of the fair market value of the property, taking into consideration the value of allowable damages or benefits to any remaining property. The amount which the LPA believes is just compensation for the real property shall be established either by the appraisal and appraisal review process or the waiver valuation process. The LPA official must establish the amount believed to be just compensation, per 49 CFR 24.102(d). Promptly thereafter, the LPA shall provide CONSULTANT with the establishments of just compensation of the FMVO to enable the CONSULTANT to make the Fair Market Value written offer to the owner to acquire the property for the full amount believed to be just compensation. *(See Exhibit D, Establishment of Just Compensation Offer)*.

Begin Acquisition

As soon as feasible, after the LPA has received written authorization to begin the Right of Way Acquisition phase of the LPA project and the LPA has notified the CONSULTANT of receiving such written authorization, the CONSULTANT shall begin the acquisition process. The CONSULTANT shall make every reasonable effort to acquire the real property expeditiously by negotiation.

Administrative Settlement

The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and the authorized LPA official approves such administrative settlement as being reasonable, prudent, and in the public interest. The CONSULTANT shall furnish to the LPA official a written justification and request for Administrative Settlement, which states all applicable information, including trial risks, and all documentation in support of such a settlement, as set forth in 49 CFR 24.102(i) and §43-37-2 of the MS Code of 1972, Annotated as Amended. The LPA shall promptly advise the CONSULTANT of approval of an administrative settlement.

Acquisition by Deed

When a parcel is acquired by deed, the CONSULTANT shall furnish to the LPA the following:

1. The original documentation that an agreement was reached with the property owner(s) and agreed upon method of payment, with the signature of the CONSULTANT'S acquisition agent or CONSULTANT project manager recommending payment;
2. A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust including executed Third Party Release Authorization Form from the property owners;
3. An executed IRS Form W-9 from the property owner(s);
4. A copy of a Fair Market Value Offer (FMVO) which was given to every identifiable interest holder, including documentation and justification of any administrative settlements that are issued by the LPA. This Fair Market Value Offer shall be in a form prescribed by the LPA and the CONSULTANT may utilize the MDOT ROW Operations Manual for reference. (*See Exhibit C*).
5. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). If such liens do exist on the parcel, the CONSULTANT must certify that the property owner(s) have been made aware of these liens, and notified that such liens will be added to the check to be issued to them. If such liens can be satisfied before parcel is submitted for payment, the contact record shall indicate the date paid and proof of payment shall be attached. Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement. And;
6. An original closing statement signed by the CONSULTANT and all parties. This closing Statement shall be in a form prescribed by the LPA, but the CONSULTANT may utilize the MDOT ROW Operations Manual for reference. (*See Exhibit E*).

Acquisition by Donation

The CONSULTANT may acquire the parcel by donation as set forth in 49 CFR 24.108. In so doing, the CONSULTANT must fully inform the owner of the right to receive just compensation for such property, and that the owner(s) may donate such property, or any part thereof, or any interest therein, to the LPA, as the owner(s) shall determine. The CONSULTANT shall assure that the appraisal and review appraisal processes have occurred, unless the LPA determined prior to negotiations that the Waiver Valuation process is applicable and was utilized on the property or the owner(s) have waived the right to an appraisal. The CONSULTANT must obtain from all

ownership interests waiver of the right to an appraisal in writing, together with written waiver of the right to receive just compensation.

The instrument of conveyance for the donated parcel shall include the following clause and the clause must be initialed by the landowner(s) and the CONSULTANT acquiring:

“I/We fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. I/We hereby waive our right to just compensation and donate the real property herein described to _____.”

In the event that the property owner additionally waives the right to the appraisal process, an additional statement shall be added to the instrument of conveyance as follows:

“I/We further understand that we have the right to request that a fair market value appraisal of the property be made and I/We hereby waive that right.”

Acquisition by Condemnation

When a parcel is to be acquired by condemnation, CONSULTANT shall furnish the following:

1. Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowner(s). The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
2. Statement in contact record that a copy of the Fair Market Value Offer was delivered to every identifiable interest holding including a copy of the Fair Market Value Offer given; and
3. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement.

Once a parcel has been recommended for condemnation by the Consultant and the LPA Project Director has approved the parcel for condemnation, the LPA must pass an Order of Condemnation on each parcel being placed into condemnation.

Payment and Closings

Before requiring the owner to surrender possession of the real property, the LPA shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an amount not less than the LPA's approved (or recommended) appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property, as set forth in 49 CFR 24.102(j). It may be necessary for the CONSULTANT to be present at real property closings.

The CONSULTANT, when submitting a pay package to the LPA for processing and payment to the landowner(s) shall ensure that all necessary documentation is submitted to the LPA for their files. The CONSULTANT may utilize the MDOT ROW Operations Manual as reference and utilize The Consultant Checklist, or other similar document. (*See Exhibit F*).

Acquisition Status Reports and Record Keeping

The CONSULTANT shall furnish the LPA Project Director, on an agreed upon basis, a status report in a format prescribed by the LPA, using the MDOT ROM as a reference. (*See Exhibit G, Weekly Acquisition Status Report*). This status report shall be inclusive of, but not limited to, number of parcels in the Project, Project number(s), number of files in negotiation, number of files acquired and condemned, parcel numbers, date of negotiations, date of fair market value offers, date acquired, condemnation dates, acreage involved, values on land, improvements, and damages and amount(s) of any administrative settlement(s), if applicable.

All information and files must be maintained by the LPA for a period of three (3) years, and must be made available immediately to MDOT at any time upon MDOT's request. These records must be maintained as prescribed by 49 CFR Part 24 §24.9.

Payment of Services

The LPA will be liable to CONSULTANT for acquisition fees upon receipt of all necessary and recorded conveyance instruments from the CONSULTANT.

RELOCATION ASSISTANCE SCOPE OF WORK

General

The CONSULTANT shall provide full and complete Relocation Assistance services for displaced persons in compliance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs. For additional reference, the LPA may refer to the MDOT ROW Operations Manual as a guide.

Qualifications Requirements for CONSULTANT Relocation Assistance Agents

The CONSULTANT Relocation Assistance Agents shall meet the following minimum requirements:

Education:

Graduation from a standard four-year high school or equivalent (GED)

AND

Experience:

Seven (7) years' experience related to relocation assistance.

Completion of the Relocation Assistance Certification Program courses associated with the International Right of Way Association (IRWA) and the National Highway Institute (NHI) may be substituted for two (2) of the seven (7) years' experience required.

Project Requirements

The CONSULTANT shall assign to each project under contract with the LPA having from one (1) to twenty (20) relocation files, a minimum of one (1) Relocation Assistance Agent having either a SR/WA designation or a Relocation Assistance Certification (R/W-RAC) from the International Right of Way Association (IRWA) or other governing body as determined by the LPA.

For any relocation project having between twenty (20) to forty (40) relocation files, the CONSULTANT shall provide a minimum of two (2) Relocation Assistance Agents whom shall be certified as specified above.

For any relocation project having between forty (40) and (60) relocation files, the CONSULTANT shall provide a minimum of three (3) Relocation Assistance Agents whom shall be certified as specified above.

For any relocation project that exceeds (60) relocation files, an additional Relocation Assistance Agent shall be assigned to each additional twenty (20) relocation files. The additional Relocation Assistance Agents shall be certified as specified above.

If a trainee is assigned to work on a project, the trainee must be supervised by a Relocation Assistance Agent and confined to data collection duties only.

Relocation Assistance Scope of Work Functions

Prior to initiation of acquisition procedures, the CONSULTANT shall conduct a survey of the entire project. Within five (5) days of completion of the Relocation Assistance survey, a summary report of the results shall be submitted to the LPA. The summary report content shall include, at a minimum, a list of all potential displaced persons, identified by file number, type of displacement anticipated, and a summary of any special or unusual problems foreseen.

It is the LPA's responsibility to review and approve all replacement housing computations and moving expense determinations prior to making an offer to the displacee. The LPA shall provide the CONSULTANT a written notice of approval.

All Relocation Assistance payments require final approval by the LPA. When a claim for payment is not approved by the LPA, corrections shall be made and the claim re-submitted to the LPA within a reasonable amount of time as specified by the LPA.

The CONSULTANT shall be responsible for determining all necessary moving expenses and/or cost-new estimates. Any and all fees for cost estimates must be approved by the LPA Project Director prior to being requested by the CONSULTANT. The CONSULTANT shall pay for the estimate and shall be reimbursed by the LPA. For personal property moves of Two Thousand Dollars (\$2,000.00) or more, estimates from two (2) commercial movers are mandatory. When offering Cost New Replacement Housing, estimates from two (2) qualified builders who are licensed and bonded are required.

The CONSULTANT shall maintain adequate records of Relocation Assistance contacts for each file. The CONSULTANT Agent(s) assigned to a project shall contact displacees at least every two (2) weeks until the file is closed or placed in Eminent Domain proceedings. All records shall be kept in a format prescribed by the LPA. These records shall include a detailed narrative account of what transpired, what was said, advisory services provided, and agent signature.

These records shall include, at a minimum:

1. Date and place of contact;
2. Names of persons contacted and summary of discussion concerning the situation, problem(s), question(s) asked and answer(s) given;
3. Determination of replacement housing payments, supplemental rent payments, moving expenses, incidental expenses, in-lieu payments, and re-establishment expenses;
4. Offer letters, discussion of explanation of offer and summary of discussion between displacee and CONSULTANT;
5. Date the displacement parcel was acquired;
6. Amount of compensation paid for the parcel, together with any explanation of any administrative settlement;
7. Summary of advisory information provided to displacee;
8. Pictures of the replacement and displacement dwellings, and the removal and reinstallation of personal property;

9. Date offer was recommended for eminent domain proceedings and copy of required notices sent;
10. Date the property was vacated and certification to the removal of all personal property;
11. Explanation as to displacee qualification or non-qualification for any Relocation Assistance payment(s); and
12. A complete copy of the relocation file is to be placed with the condemnation file.

The CONSULTANT shall furnish an up-to-date status report in the time frame prescribed by the LPA in a format prescribed by the LPA (*See Exhibit H, Weekly Relocation Assistance Status Report*). Reports are due to LPA for the duration of this Contract.

The CONSULTANT assigned to a project shall remain available to all parties until all of the displacees have been relocated and all documentation and claims submitted and final payment made, or until services of the CONSULTANT are otherwise terminated or concluded under this Contract.

The CONSULTANT shall be responsible for notifying the LPA, in writing, within three (3) days of when improvements have been vacated.

Relocation Assistance Procedures

The CONSULTANT shall follow these procedures when called upon to act on behalf of the LPA, unless specifically stated otherwise:

1. The initial contact documentation and pertinent completed forms must be available for review by the LPA, the MDOT ROW Coordinator, and FHWA official(s) or designee(s) at all times until the file is complete and closed. Upon closing, the file shall be sent to the LPA for their records.
2. The certificate of legal residency must be obtained from every displacee.
3. The LPA must approve any administrative settlements for CONSULTANT files. The CONSULTANT shall be required to submit a written justification explaining the amount of and where the administrative settlement was placed. Administrative settlements made must be properly recorded to avoid any duplication of payments.
4. The LPA must advise the CONSULTANT of any file(s) that are condemned to ensure payment(s) are not processed for Relocation Assistance entitlement(s) on condemned file(s) unless pre-approved.
5. The CONSULTANT must attend closings with displacees when replacement property is purchased, tendering the relocation check from the LPA to the closing attorney, and obtaining copies of documentation as listed in Item 6 below. All closing documentation shall be placed in the displacee's file.

6. Prior to the release of a replacement housing payment check, the CONSULTANT must review the closing documents and verify that the terms of the sale are the same as those stated in the displacee's contract. The following documentation must be obtained at the closing:
 - a. Copy of the executed HUD closing statement signed by the seller, the buyer and the attorney;
 - b. Copy of the executed Warranty Deed;
 - c. Copies of all checks issued from the attorney's escrow account that are pertinent to the purchase price of the replacement dwelling;
 - d. Copy of the executed mortgage note;
 - e. Copy of the Deed of Trust;
 - f. Truth-in-Lending Statement;
 - g. Title opinion and owner's title insurance; and
 - h. Written documentation of closing by CONSULTANT.
7. The CONSULTANT shall obtain a copy of the recorded Warranty deed and if there is a mortgage at the replacement dwelling, a copy of the recorded Deed of Trust prior to closing the file.
8. Replacement properties that are acquired through less than arms-length transactions (relatives, close associates, etc.) must include an appraisal and appraisal review.
9. When a dwelling is vacated, the CONSULTANT shall ensure photographs are taken of the dwelling, internal and external. The CONSULTANT shall provide written documentation of the inspection, along with the key to the dwelling, to the LPA.
10. The CONSULTANT shall, immediately upon recommending a file for condemnation, send the displacee a 90-Day Quick-Take Notice by Certified Mail, return receipt requested, along with an appropriate Eminent Domain Letter. Additionally, the CONSULTANT shall mail by Certified Mail, return receipt requested, the 30-Day Quick-Take Notice after sixty (60) days have passed from the date of delivery of the 90-Day Quick-Take Notice and the required funds are deposited with the Circuit Clerk of the Special Court of Eminent Domain. The CONSULTANT, upon receipt of the Right of Entry and Immediate Possession, and after the expiration of the 30-Day Quick-Take Notice, shall send, at the LPA's discretion and with prior approval, to the displacee a 45-Day Encroachment Letter or process for eviction.
11. The CONSULTANT must provide confirmation of sending all 30-Day Quick-Take Notice(s), 90-Day Quick-Take Notice(s), and 30-Day Notice(s), along with the appropriate eminent domain letters as soon as each is sent and delivery confirmation is received.
12. The CONSULTANT shall provide to the LPA non-residential reestablishment expense(s) supporting documentation in accordance with the following:

- a. A business may qualify as a business with the submission of documentation deemed acceptable by the LPA. Appropriate documentation shall include, but is not limited to, the business Tax ID number, privilege license, business permit, and federal income tax return(s); and
 - b. The use of the non-residential reestablishment expense payment for the purpose of purchasing capital assets is prohibited, unless otherwise stated by LPA. In each instance where a non-residential reestablishment payment is used to construct a new replacement improvement or purchase an existing replacement site and/or improvement, the proposed purchase must be fully documented and pre-approved by the LPA.
13. An increased interest payment (mortgage interest buy-down) is based upon the mortgage in effect upon the displacement dwelling relative to the prevailing interest rate in the area in which the replacement dwelling is located. A mortgage obtained at an interest rate higher than the prevailing interest rate for the area shall not qualify for an increased interest payment. The CONSULTANT shall contact the LPA if any question arises as to the displacee's qualification for this payment.
14. The CONSULTANT will furnish all information necessary to determine the number of businesses on a parcel and the number of CONSULTANT fees for businesses that may be charged to a parcel for determination and approval by the LPA.
15. The CONSULTANT shall submit to the LPA a written statement of relocation assistance completion and that the file is closed.
16. The CONSULTANT is allowed to approve one (1) 30-day extension to vacate the displacement property and remove all personal property. All other extensions must be approved by the LPA Project Director.
17. The CONSULTANT shall deliver all original documentation to the LPA for their records.

Payment of Services

At the discretion of the LPA, the LPA may choose to allow the CONSULTANT to request full payment of relocation fees when the file is closed, or allow the CONSULTANT to submit request, for each parcel, for a partial payment of fifty percent (50%) of the contracted fee when the relocation offer is made and a copy of the offer letter and supporting documentation is provided to the LPA. The CONSULTANT may submit request for final payment of the contracted fee after proper completion of all documentation and expiration/exhaustion of the displacee's relocation assistance benefits, (i.e. that the file may be completely closed).

Relocation Assistance Review

Due to the complexity of the relocations and/or the size of the project, the CONSULTANT shall conduct a review of the documentation of Relocation Assistance payments and services in each file to ascertain compliance with all local, state, and federal regulations.

The CONSULTANT Relocation Review agent(s) shall be independent of the Relocation Assistance agent(s) and shall provide a report to the CONSULTANT upon conclusion of review of each relocation file.

Relocation assistance review shall include the following:

1. Review Relocation Assistance Agent'(s) statement;
2. Review relocation comparable brochure;
3. Review and approve purchase supplement and moving expense offer computation for residential owners;
4. Review and approve rent supplement and moving expense offer computation for residential tenants;
5. Review and approve moving expense offer computation and business reestablishment for business owners and business tenants;
6. Review and approve all claims for purchase supplement payment, incidental expense, and moving expense for residential owners;
7. Review and approve all claims for rent supplement payment and moving expenses for residential tenants;
8. Review and approve all claims for business reestablishment, search expense, fixed payment, and moving expense for business owners and business tenants; and
9. Review and approve closure of all relocation files.

Schedule of Exhibits

- A. Project Progress Schedule
- B. Waiver Valuation Form
- C. Fair Market Value Offer
- D. Establishment of Just Compensation Offer
- E. Right of Way Agent's Closing Statement
- F. Acquisition Consultant Checklist
- G. Weekly Acquisition Status Report
- H. Weekly Relocation Assistance Status Report

Exhibit C

FAIR MARKET VALUE OFFER

LPA _____

Name:	Date:
Address:	Project:
	County:
	ROW Parcel(s):

It is necessary that the LPA _____ acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/waiver valuation in the amount of \$_____.

___ Appraisal. ___ Waiver Valuation. This Waiver Valuation was made based upon recent market date in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvements being acquired are:

The following real property and improvements are being acquired but not owned by you:

Separately held interest(s) in the real property are valued at \$_____. These interests are not included in the above fair market value offer.

Land Value:	\$
Improvements:	\$
Damages:	\$
TOTAL FAIR MARKET VALUE OFFER	\$

NOTE: All interests must be acquired by the LPA before any payment will be made.

Right of Way Acquisition Agent

(Consultant or LPA)

Exhibit D

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d).

“Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation.”

The property that is the subject of this offer of just compensation is as follows:

Owner:

Parcel #:

Project #:

County:

Under the authority conveyed to me by the (name of LPA)_____ and based on the _____recommended appraisal or the _____approved Waiver Valuation for the above-named property, which is inclusive of all compensable interests, I, (name)_____, (title)_____, do hereby establish the (name of LPA)_____ offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$_____.

Signed: _____ Date: _____

EXHIBIT 3 FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual Labor Hour/Unit Cost per parcel Basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, or all salaries, payroll additives, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead, and direct costs. Direct salaries are those amounts actually paid to the person performing the Services which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to the Contract.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay). All Direct costs shall be substantiated with supporting documentation in accordance with the MDOT State Travel Handbook. All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor-Hour rate as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit (for Phase II Eminent Domain appraisal pre-trial and trial testimony). The Labor-Hour rate shall be established in the Rate Table of Exhibit 3. Labor Hour rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Labor Hour rates shall not exceed those rates established in the Rate Table of Exhibit 3.

Unit-cost rates as the term is used herein shall include all direct salaries, payroll additives, overhead, direct costs and profit, as well as any other associated expenses. The Unit-Cost rates shall be established in the Rate Table of Exhibit 3. Unit-cost rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Unit-cost rates shall not exceed those rates established in the Rate Table of Exhibit 3.

- All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc. See the **Real Estate Services Fee Schedule found earlier in this document for detailed expenses.**

***Note:** If services stated are not rendered then charges will not be applied

***Note:** Under no circumstances shall the amount payable by the LPA for this assignment exceed the Total Maximum Allowable Costs of **\$8,350** (Total of all Charges) without the prior written consent of both parties.

The LPA may retain 5% of the CONSULTANTS invoice amount until a final payment request has been received an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the LPA, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).
3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.
4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.
5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required

to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).
8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
9. Disadvantaged Business Enterprises (DBE): It is the policy of the MDOT to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT

which may result in the termination of this CONTRACT or such other remedies as the MDOT deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled “American National Standard for High-Visibility Safety Apparel and Headwear” – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A,
C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for LPA of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or LPA of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with LPA of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$25,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for LPA, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement, or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 2nd day of March, 2022

ATLAS RIGHT OF WAY SERVICES

BY:


JONATHAN NULL

ATTEST: Michelle Heinzeroth

My Commission Expires:



Michelle Heinzeroth
Notary

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20__.

LPA _____
CITY OF HATTIESBURG

Chief Administrative Official

My Commission Expires:

Notary

EXHIBIT 8

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 5, 2022

Re: Approve subcontracts with Atwood Fence Co., Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project; Authorize the mayor to execute in multiples.
File Number: 2022-220
Minute Book #

Summary

Approve subcontracts with Atwood Fence Co., Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project; Authorize the mayor to execute in multiples.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 5, 2022 City Council meeting for consideration.

City of Hattiesburg
Board of Supervisors

Forrest

County

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to

Atwood Fence Co. Inc.

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
630-A	STANDARD ROADSIDE SIGNS	97.50	sf	\$ 110.00	\$ 10,725.00
630-A	STANDARD ROADSIDE SIGNS	97.50	sf	\$ 110.00	\$ 10,725.00
S-630-B	REFLECTORIZED TRAFFIC RE	67	ea	\$ 1,087.00	\$ 72,829.00
S-630-A	REFLECTORIZED TRAFFIC W	22	ea	\$ 1,050.00	\$ 23,100.00
				\$	\$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date 03/10/22

Walters Construction Co. Inc

Prime Contractor

By:

Address: 2051 HWY 84 East Laurel MS 39443

Approval recommended: , 20

County Engineer

Mayor

Approved: Board of Supervisors
County

(By order of the Board, dated)

By

President

Approved recommended: , 20

State Aid District Engineer

Total this Request 3 \$ 117,379.00 = %

Previous Request 2 \$ 1,446,791.12 = %

Total to Date 3 \$ 1,564,170.12 = %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date 3/15, 2022

Atwood Fence Co., Inc.

(Sub) Subcontractor

By:

Address: P.O. Box 565 Kosciusko MS 39090

Approved: , 20

State Aid Engineer

Approved: , 20

Executive Director, Mississippi Department of Transportation

Kay Atwood-Van Skiser
Owner-President



Guardrail and Interstate Signage
D.B.E. Certified

2/9/22

Walters Construction Co., Inc.

2051 Hwy. 84 East

Laurel, MS 39443

RE: Forrest DECD-001-018(35)BO

Dear Chris

Atwood Fence Company, Inc. sincerely appreciates the opportunity to work with you on the above referenced project. Enclosed is an addendum to the subcontract outlining some basic terms and conditions required for our work. These terms and conditions were also referenced in our quote and are to be considered a part of the executed subcontract enclosed.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Neal Wise". The signature is fluid and cursive, with the first and last names being clearly legible.

Neal Wise
CFO & General Counsel

PRIME CONTRATOR:

Walters Construction Co., Inc.

PROJECT:

Forrest DECD-001-018(35)BU

ADDENDUM TO SUBCONTRACT

This ADDENDUM TO SUBCONTRACT (the "Addendum") is incorporated by reference into the subcontract agreement (the "Subcontract") by and between Atwood Fence Company, Inc. ("Atwood") and the Contractor named above ("Prime Contractor") related to that certain project referenced above (the "Project"). The parties hereby agree to the following amended, modified, or additional terms to the Subcontract. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Subcontract, the terms and conditions of this Addendum shall govern.

Indemnity and Hold Harmless Provisions

If the Subcontract requires Atwood to indemnify, defend or hold the Prime Contractor harmless (the "Defense Obligations"), the following will apply:

- a. Atwood will only be required to do so for its own negligence or actions, and not those of the Prime Contractor, its agents or third parties.
- b. The Defense Obligations will not be triggered unless and until a court of competent jurisdiction determines Atwood is at fault, and then, only to such extent that fault is apportioned to Atwood.
- c. Any insurance policies naming Prime Contractor as an additional insured shall be provided using Additional Insured Endorsement Form U-GL-1175 F CW.

Scheduling Our Work

Once notified by the Prime Contractor, Atwood will make reasonable efforts to begin its work on the Project as quickly as possible. However, Atwood will have no obligation to perform the work unless given at least two (2) weeks' advance notice. No delays will be attributable to Atwood unless two (2) weeks' notice has been given.

Damages on the Project

In the event the Prime Contractor is assessed liquidated (or similar) damages on the Project, the following will apply:

- a. Atwood will not have any liability for any such damages if it has not been given adequate notice (e.g., at least two weeks) to begin the work.
- b. Unless such damages are due solely to Atwood's performance, or lack thereof, Atwood's liability will be limited to its pro rata share of the damages in the same proportion that the Subcontract relates to the Project (e.g., if the Subcontract is \$25,000 and the Prime Contractor's contract is \$100,000, Atwood's share of the damages can be no more than 25%). In no event can Atwood's damages exceed the amount of the Subcontract.

Traffic Control and Mobilizations

Unless specifically stated in Atwood's quote, the scope of work does not include the provision of traffic control services. Further, if Prime Contractor asks Atwood to mobilize to the Project to perform the work, and the Project is not adequately prepared to perform the work under the Subcontract, Prime Contractor will owe Atwood an additional mobilization cost in the amount of \$1,500.

Final Payment

Payments of amounts owed to Atwood by Prime Contractor shall be primarily governed by the Subcontract, ***provided however***, that upon satisfactory completion of Atwood's work, Atwood shall be paid within thirty (30) days of the final pay application or estimate Prime Contractor receives on the Project unless Prime Contractor notifies Atwood, in good faith, that (1) Atwood's work was not properly performed or not performed in a timely manner and, (2) as a result of such work, Prime Contractor has not been paid for such work.



Walters Construction Co., Inc.

SITE WORK & ASPHALT PAVING

SUBCONTRACT

This subcontract agreement is entered into this day between Walters Construction Company, Inc., herein called the **Contractor**, and Atwood Fence Co. Inc., P.O. box 565 Kosciusko MS 39090, herein called the **Subcontractor**, for the performance by the **Subcontractor**, of certain work hereinafter specified as called for under the terms of certain **Contract** between the **Owner** and **Contractor**, relating to the project identified as Hwy 49, Camp, Adeline & Mamie.

A.

THE PARTIES AGREE AND BIND THEMSELVES, their heirs, successors and assigns as follows:

1. **PERFORMANCE:**

The Subcontractor agrees to perform the work specified and actually required, to furnish all labor, materials, equipment, supplies and other items for the work, to pay promptly for all such, and to complete the work in strict compliance with the terms of the Contract and to the satisfaction of and in compliance with the directions of the Engineer, Owner and Contractor.

2. **CONTRACT:**

The terms, conditions, specifications, drawings, schedules and contract documents forming a part of the Contract between the Contractor and the Owner for the project are hereby made part of this subcontract by reference as fully as if set out herein full. The Subcontractor shall be bound to the same extent as the Contractor is bound by each and every covenant, obligation and provision of said Contract and all drawings and technical specifications that relate to the work of the Subcontractor.

3. **WORK:**

The Subcontractor shall perform all of the work necessary and actually required to complete the following items of the Contract:

Description	Quantity	Unit of Measure	Unit Price	Total
STANDARD ROADSIDE SIGNS FORREST GENERAL HOSPITAL EMERGENCY NEXT RIGHT	97.50	SF	105.0000	\$10,237.50
STANDARD ROADSIDE SIGNS, FORREST GENERAL HOSPITAL EMERGENCY SECOND LEFT	97.50	S.F.	105.0000	\$10,237.50


Walters Construction CO., Inc.


Atwood Fence Co. Inc.

REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	67.00	EA	1,025.0000	\$68,675.00
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REFLECTORIZED TRAFFIC WARNING SIGN (ENCAPSULATED LENS)	22.00	EA	1,025.0000	\$22,550.00
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\$111,700.00

IT IS UNDERSTOOD THAT ALL QUANTITIES ABOVE ARE APPROXIMATE.

The Subcontractor shall perform all of the work actually required to complete said items for the Unit Prices set opposite each item and said prices shall constitute the sole consideration for all work performed hereunder. Contractor will make a 3.5% deduction for Taxes and a 1% deduction for Bond from Subcontractor's quoted unit prices.

4. **PROGRESS AND COMPLETION:**

Unless herein otherwise specifically provided, the Subcontractor shall commence work promptly or upon notice from the Contractor. The Subcontractor shall, in any event, prosecute the work diligently and so as to avoid delaying the progress of the Contractor or other Subcontractors on other portions of the project work. The Subcontractor shall keep and maintain on the project a sufficient number of qualified workmen and a sufficient quality of materials, equipment and supplies to efficiently perform the work as required without delay. Should the Subcontractor cause delay in the progress or completion of the project, Contractor may recover from Subcontractor the damages resulting there from, including liquidated damages assessed by the Owner and against Contractor.

The Subcontractor shall comply in all respects with the Contractor's schedule for the subcontract work. The Subcontractor acknowledges and agrees to the Contractor's right to schedule the subcontract work as the Contractor deems necessary to facilitate overall progress and completion of the project. It is specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this subcontract, and the Subcontractor shall proceed as directed with its work under this contract by the Contractor in all instances, including but not limited to the existence of a dispute, claim or other like controversy, and that any failure of the Subcontractor to comply herewith and to proceed with his work shall automatically be deemed a default. Time is of the essence in this subcontract and the work specified herein. Contractor shall not be liable to Subcontractor for any delay resulting from the act, neglect or default of the Owner or Engineer or from causes beyond Contractor's control, in any case, beyond the granting of justifiable time extension on written applications from Subcontractor therefore made within three (3) days from the beginning of the delay.

5. **PAYMENT:**

Subject to other provisions hereof, the Contractor agrees to pay the Subcontractor the stated consideration for said work on the basis of the quantities allowed and paid for by the Owner, and to make payment within ten (10) days from the time that the Contractor is paid by the Owner, less the same retainage percentage retained by the Owner, which percent may be retained until completion of the Contract and final payment by the Owner.

6. **ADVANCES:**

The Contractor may, but shall not be required to, advance sums to the Subcontractor for the purpose of financing the work and may offset such advanced sums against any subcontract

earnings, including final retainage, without the consent of and free from any claim of unauthorized payment by any surety and such shall not release the surety in whole or part. The Contractor may, but shall not be required to, supply the Subcontractor with labor, materials, equipment and supplies and other items acceptable to the Subcontractor in the performance of the work and recover the value or price therefore against the Subcontractor and the Subcontractor's surety, if any, without being required to offset the same or any part thereof against the earnings of the Subcontractor.

7. **INSURANCE:**

The Subcontractor shall obtain, before commencement of work, and maintain until final acceptance of the Contract, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits:

Workers' Compensation and Employer's Liability: Statutory

General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate

Automobile Liability: \$1,000,000.00 combined single limit; any auto coverage

In addition to the insurance listed, the Contractor may, at its sole discretion, require the Subcontractor to provide additional or different insurance coverage which applies to the project. Before commencing the subcontract work, the Subcontractor will submit to the Contractor Certificates of Insurance with the number of copies and content required by the Contractor, certifying the types and amounts of coverage, certifying that said insurance applies to all activities and liability of the Subcontractor pursuant to this subcontract and certifying that Contractor is an additional insured under the Subcontractor's policy. No policy of insurance may be cancelled or reduced during the period of construction, and the Subcontractor shall obtain an endorsement to its policies and insurance certificates providing substantially as follows:

Insurer may not cancel this policy or reduce coverage for period of thirty (30) days after Contractor receives written notice of the insurer's intention to cancel or reduce coverage.

The Subcontractor's failure to maintain complete insurance shall be a material breach authorizing the Contractor, at the Contractor's sole election to terminate this subcontract or to provide full coverage at the Subcontractor's sole expense; however, in neither case shall the Subcontractor's liability be lessened.

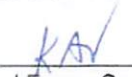
8. **INDEMNITY:**

The Subcontractor covenants to defend, indemnify, save harmless, protect, and exonerate both the Contractor (and its agents, employees, representatives and sureties) and the Owner and Engineer from any and all claims, liability and damages, of any kind or nature, whether in contract tort or otherwise, which arise out of or relate to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the Subcontractor shall also be liable for all costs and expenses, including but not limited to attorney fees, insured by the Contractor or the Owner in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligation assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents, and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligation shall apply to the fullest extent permitted by law.

9. **FAILURE TO PAY CLAIMS:**

The Subcontractor warrants that it has sufficient funds and credit to pay all bills incurred in the performance of the work hereunder without the necessity of resorting to earnings for work performed. The Subcontractor agrees that failure to pay such bills, when due, shall be a breach of this contract for which the Contractor may, but shall not be required to, withhold all sums otherwise payable hereunder for past and future earnings until the Subcontractor presents satisfactory evidence of payment of all bills, expenses and obligations insured by the Subcontractor relating to this subcontract, and furnish, upon the Contractor's request, written releases in a form acceptable to the Contractor. In case any such bill or claim is disputed by the Subcontractor, the Contractor may consider the same to be valid until discharged and released or until satisfactory security is given for the Contractor's indemnification. At Contractor's option, the Contractor may, but shall not be


Walters Construction CO., Inc.


Atwood Fence Co. Inc.

required to, pay any such bill or claim and recover the same from the Subcontractor or any surety or deduct the same from any payments (progress or retainage) otherwise due to Subcontractor hereunder. Any and all payments Contractor makes in good faith in the belief that the Contractor is liable, whether liable or not, shall be conclusive of the Contractor's right to reimbursement, and itemized statement thereof of the checks or other evidence of payment shall be prima facie of the fact and extent of the Subcontractor's liability.

10. **DEFAULT:**

Should the Subcontractor at any time fail to perform any one or more of the agreements herein contained, or file bankruptcy or receivership, or fail to avoid attachment, or abandon the work, any such action, failure or abandonment shall amount to default hereunder and the Contractor may, at the Contractor's option, after 24 hours notice to the Subcontractor, provide labor, materials, equipment and supplies and other items necessary to perform the work and discharge the other obligations assumed by the Subcontractor and recover the cost thereof from the Subcontractor, and may deduct such cost from the money then due Subcontractor under this subcontract or any other contract between the parties, or the Contractor, at the Contractor's option, may terminate the Subcontractor and take over the work and complete the same or re-bid the subcontract, deducting in any case the cost thereof (including a reasonable allowance for overhead expense) from the payments that would be otherwise due hereunder. Should the cost of completing or re-bidding the work exceed that remaining unpaid hereunder, then such excess shall be the liability of the Subcontractor, payable on demand. In case of any default hereunder, the Contractor may, but shall not be required to, take exclusive possession of any materials on the project belonging to the Subcontractor and use the same in completion of the work, free of all claims for the value of said material and for the rental or use of said equipment, and free of all claims for depreciation and ordinary wear and tear.

Determination of default made by the Contractor in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the Contractor's right to proceed as herein provided. The liability of the Subcontractor hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by the Contractor in good faith under the belief that such payment or assumptions were necessary or required, whether actually necessary or required or not (1) in completing the work and providing labor, materials, equipment, supplies and other items therefore or re-letting the subcontract, and (2) in settlement, discharge, or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Subcontract or work. An itemized statement thereof or the checks or other evidence of payment shall be prima facie evidence of and extent of the Subcontractor's liability.

Notwithstanding anything to the contrary in this subcontract and in addition to the Contractor's right to terminate for breach or default, the Contractor may terminate any portion of this subcontract or the entire subcontract, regardless of fault, in the event Owner exercises its right to terminate all or any portion of the Contract. Upon such termination, the Subcontractor shall be entitled only to the amounts due under the subcontract for subcontract work actually performed on the basis of the quantities allowed and paid for by the Owner as of the date of termination, plus any additional amount Contractor actually recovers from Owner on Subcontractor's behalf, less any bank charges or amounts otherwise due the Contractor under the terms of his subcontract.

11. **ASSIGNMENT OF SUBCONTRACT:**

The Subcontractor shall not assign all or part of this subcontract or sub-let all or any part of the work provided hereunder, without prior written consent of the Contractor; but in any event, and without regard to whether such consent is given or not, the Subcontractor and its assignees agree to indemnify and save the Contractor harmless, as set forth in Article 8, against any claims even if said claims are based upon the work by the assignee to Subcontractor of the undersigned Subcontractor or to any other party (no matter how remote or disconnected) performing or having any connection whatever with the performance of the subcontract work for which the Contractor may be liable on the Contract, the bond, or otherwise. No assignment or sub-letting, with or without consent, shall relieve Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract without requiring from its Subcontractors and suppliers insurance coverage as set forth in Article 7 of this subcontract.

12. **WORKMEN:**

Neither the Subcontractor nor any of the Subcontractor's assigns shall employ or keep any workmen whose employment on the work covered by the subcontract is objected to by the Owner, Engineer or by the Contractor.

13. **LICENSES, TAXES AND PERMITS:**

The Subcontractor agrees to comply with all public laws, codes, regulations and ordinances in effect where the work under this subcontract is to be performed, and to pay all fees, licenses, permits and expenses required by such compliance, and also to pay all taxes and contributions imposed or required by any law relating to the employees of the Subcontractor and to the performance of said work and completion of this subcontract.

14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND APPROVAL BY OWNER:**

The Subcontractor represents that it is fully familiar with the laws, ordinances, codes, executive orders,

rules and regulations that apply to the work and the Subcontractor will comply with them in performing the work. If there is conflict between the contract documents and any applicable law, ordinance, code, executive order, rule or regulation, the Subcontractor will comply with the law, ordinance, code, rule, or regulation at no increase in price.

The Subcontractor acknowledges that the Contractor relies on the Subcontractor's special expert knowledge of the laws, ordinances, codes, executive orders, rules and regulations that apply to its trade and the work to be performed under this subcontract. In the event the Owner has the right to approve Subcontractor, Subcontractor represents that it shall promptly obtain such approval and that no cause exists for Owner to disapprove of Subcontractor or Subcontractor's work.

15. **DEFECTIVE WORKMANSHIP OR MATERIALS:**

No payment under this subcontract shall be construed as an acceptance of any defective work or improper materials, and the Subcontractor agrees to guarantee the work under this subcontract against all defects of workmanship or materials to the same extent as liability may be imposed upon the Contractor under the terms of the Prime Contract.

16. **PERFORMANCE AND PAYMENT BONDS:**

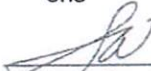
If required by the Contractor prior to performance of this subcontract, the Subcontractor shall furnish to the Contractor, as obligee, a performance bond and a payment bond with a responsible surety, which is and remains acceptable to the Contractor, each in the full amount of this subcontract ensuring the Subcontractor's faithful performance of this subcontract and the Subcontractor's prompt payment of all labor, materials, equipment, machinery, supplies, services and other items furnished and supplied to the Subcontractor. The Subcontractor's failure to deliver satisfactory bonds within (10) days after demand shall be a material breach of this subcontract. The obligation of the surety for the Subcontractor's performance bond shall be as if all terms and conditions of this subcontract were set forth verbatim in the performance bond. If no bond is required, Contractor will withhold zero percent (0%) retention on all progress payments.

17. **NOTICE:**

Any notice provided for herein may be given in writing by United States Mail, facsimile or personal delivery. Notice by mail shall be considered as given after three (3) days when addressed to the last known address of the party to receive the same and deposited in the United States Mail. Notice by facsimile shall be considered as given when transmitted to the party to receive the same and when evidence that said transmission was transmitted is retained by the party transmitting same. Notice by personal delivery shall be considered as given when same is delivered.

18. **NON-WAIVER:**

The failure of Contractor to invoke any provision hereof or assert any right given hereunder on any one


Walters Construction CO., Inc.


Atwood Fence Co. Inc.

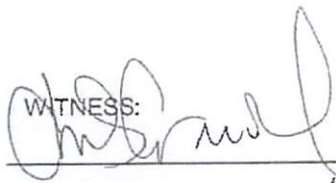
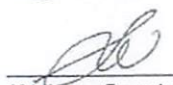
occasion or on any series of occasions shall not amount to or to be interpreted as a waiver or release of any provisions or right.

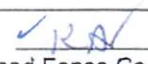
19. **CHANGES:**

The Contractor may issue written change orders to this subcontract without notice to the Subcontractor's sureties, if any. The Subcontractor shall be obligated to perform such written change orders without delay. With respect to any change in the subcontract work, in whole or in part, the Subcontractor shall be entitled to an adjustment in the subcontract amount and an extension in the subcontract time, but only to the extent of the adjustments and time extensions that the Contractor actually receives from the Owner for such changes. Subcontractor shall have no independent or separate claims against the Contractor for further adjustment in price or extension of time. The failure to agree to the amount of contract adjustment owed due to the change order shall not relieve the Subcontractor of its duty to proceed with the work required under this subcontract as well as any change orders issued by the Contractor. All change orders must be in writing and signed by Contractor to be effective. Oral changes to work under this subcontract are not valid and will not be accepted or paid. The Subcontractor shall have no claim or entitlement to payment for an addition to or change in subcontract work unless, prior to performance, the Subcontractor receives a written change order for such change signed by an authorized representative of the Contractor.

20. **LEGAL EFFECT:**

This Agreement contains and constitutes the entire understanding and agreement between the parties and supersedes and cancels all prior negotiations, agreements, commitments, communications, and understandings, written or oral. No other promises or agreements shall be binding or shall modify this Agreement unless executed in accordance with this Agreement. This subcontract cannot be changed, modified, altered, suspended or terminated, except in writing signed by an authorized representative of the Contractor. No delay, waiver, forbearance or failure by the Contractor to exercise rights or remedies Under this subcontract or to insist upon strict compliance by the Subcontractor shall relieve the Subcontractor from strict compliance with all terms and conditions hereof or waive, restrict, or Adversely any of the Contractor's rights and remedies as to any subsequent or continuing failure of the Subcontractor to comply strictly with all terms and conditions of this subcontract. In the event that any term, provision, covenant, or condition of the Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of the Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement shall be interpreted in accordance with the laws of the State of Mississippi. It is agreed by the parties hereto that any cause of action or suit based upon this agreement shall only be brought in a court of competent jurisdiction located in the Second Judicial District of Jones County, Mississippi. Both parties hereby waive any objection with regard to venue pursuant to Rules 12 and 82 of the Mississippi Rules of Civil Procedure and all applicable statutes and rules of Mississippi. The Subcontractor shall be liable for all damages, costs and expenses, including attorney fees incurred by the Contractor in enforcing the terms and conditions of this subcontract. This Subcontract shall be binding upon the successors-in-interest of the parties hereto, but otherwise nothing in this subcontract is intended nor shall be construed to give rights or to confer benefits to third parties.

WITNESS: 
(Date) 2/2/22

Walters Construction CO., Inc.

Contractor: Walters Construction Co., Inc.
By: 
Title: PRESIDENT
6 of 7

Atwood Fence Co. Inc.

Date: 2/2/22

WITNESS:

Bob Payne
(Date)

Subcontractor: Atwood Fence Co. Inc.

By:

Kay Atwood-Van Nieuwen

Title:

Pres.

Date:

2/9/22

[Signature]
Walters Construction CO., Inc.

KAV
Atwood Fence Co. Inc.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

DECD-001-018(35)BO
Project No. _____
County FORREST
(Sub) Subcontract Request No. 3

I (We) Walters Construction Company Inc. Prime Contractor on the above captioned project proposing to (sub) subcontract certain items of work to Atwood Fence Co. Inc.
(Sub) Subcontractor, hereby submit the following information regarding the heretofore mentioned (sub) subcontractor to comply with the contract provisions regarding Executive Order 11246 as duplicated on the reverse side of this form.

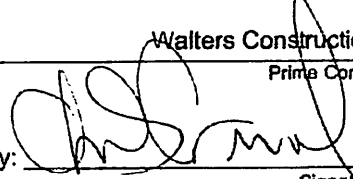
Name: Atwood Fence Co. Inc.
P.O. Box and/or Physical Address: PO Box 565
City, State and Zip Code: Kosciusko MS 39090
Telephone Number: () 662-289-6338
Employer Identification Number: 64-0601112
Actual Dollar Amount of the Subcontract Agreement: \$102,525.00 \$ 111,700.00
Estimated Starting Date: February 1, 2022
Estimated Completion Date: December 31, 2022
Geographical Area: Forrest Co, MS
(List County, State and City if any portion of the contract is within the limits of an incorporated area)

Respectfully submitted,

Date January 25, 2022, 20____

Walters Construction Company Inc.

Prime Contractor

By: 

Signature

Project Manager

Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

Board of Supervisors
Forrest _____ CountyRequest No. 3Project No. DECD-001-018(35)BOOffice of State Aid Road Construction
Mississippi Department of TransportationDate 1/25/22

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to _____

Atwood Fence Co. Inc.

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
630-A	STANDARD ROADSIDE SIGNS	97.50	sf	\$ 110.00	\$ 10,725.00
630-A	STANDARD ROADSIDE SIGNS	97.50	sf	\$ 110.00	\$ 10,725.00
S-630-B	REFLECTORIZED TRAFFIC RE	67	ea	\$ 1,087.00	\$ 72,829.00
S-630-A	REFLECTORIZED TRAFFIC WA	22	ea	\$ 1,050.00	\$ 23,100.00
				\$ _____	\$ _____

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.
Date 1/25/22, 20____

Walters Construction Co. Inc

Prime Contractor

By: _____

Address: 2051 HWY 84 East Laurel MS 39443

Approval recommended: _____, 20____

County Engineer

Approved: Board of Supervisors _____
County

(By order of the Board, dated _____)

By _____

President

Approved recommended: _____, 20____

State Aid District Engineer

Total this Request _____ \$ _____ = _____ %

Previous Request _____ \$ _____ = _____ %

Total to Date _____ \$ _____ = _____ %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date _____, 20____

Atwood Fence Co., Inc.
(Sub) SubcontractorBy: Kay Atwood-Van DriverAddress: P.O. Box 565 Kosciusko, MSApproved: _____, 20____ 39090

State Aid Engineer

Approved: _____, 20____

Executive Director, Mississippi Department of Transportation

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9
Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Waldhall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer (74-01)
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

DECD-001-018(35)BO

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Project No. _____
County Forrest
(Sub) Subcontract Request No. 3

Gentlemen:

I (We) Atwood Fence Co. Inc. proposed (Sub) Sub-Contractor
and I (We) Walters Construction Inc. Prime Contractor(s)
on the captioned project do hereby certify that Form FHWA-1273, "Required Contract Provisions All Federal-Aid Construction Contracts,"
has been attached to and made a part of our (Sub) Sub-Contract agreement.

Date January 25, 2022, 20____
Walters Construction Inc.

Prime Contractor
By: [Signature]

Signature
Project Manager

Title

Date _____, 20____
Atwood Fence Co. Inc.

(Sub) Sub- Contractor
By: [Signature]

Signature
Pres.

Title

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF
REQUIRED REPORTS.

I (We) Atwood Fence Co. Inc. proposed (Sub) Sub-contractor hereby certify that I (We)
have X, ave not _____, participated in a previous contract or subcontract subject to the equal opportunity clause,
as required by Executive Orders 10925, 11114, or 11246, and that I (we) have X, have not _____, filed with the
Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or
administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable
filing requirements.

Date _____, 20____
Atwood Fence Co. Inc.

(Sub) Sub- Contractor
By: [Signature]

Signature
Pres.

Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

FORM FHWA-1273

1. GENERAL

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.**

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.)



ATWOOD
FENCE COMPANY

**Guardrail and Interstate Signage
DBE Certified**

REVISÉD

DATE: 1/28/2022

COUNTY/LOCATION: City of Hattiesburg - Forrest Co., MS

PROJECT NO: DECD-0018(35)BO

BID OPENING DATE 9/24/2020

COMPANY REQUESTING BID: Walters Construction

[illegible]

NOTE:

Price firm 30 days
Price includes tax and bond, not to exceed 4.5%
Price does not include traffic control
Ten days estimated for our work
Price includes one mobilization to the project, each additional mob
will be \$1,000.00 each
Adequate notice must be given was shoulders are finished in order to
perform a site survey and fabricate required sign support post
Two weeks notice required for scheduling work

Quoted by: Nathan Landrum



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 5, 2022

Re: Approve Lighting Agreement with Mississippi Power Company for lighting changes on Mamie Street from Highway 49 to S 10th Avenue for a monthly savings of \$23.04, and authorize the Mayor to execute the same.
File Number: 2022-224
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for lighting changes on Mamie Street from Highway 49 to S10th Avenue for a monthly savings of \$23.04, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the April 5, 2022 City Council meeting for consideration.

DATE: 3/23/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R 24</u>	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50 Watt LED</u>	<u>I - 24</u>	<u>Mamie St from Hwy 49 to S 10th Ave</u>
_____	_____	<u>Monthly savings \$23.04</u>
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 5, 2022

Re: Authorize the Mayor to execute a duplicate original contract between the City of Hattiesburg Parks and Recreation Department and Michelle Williams, for the Management Operation of the City of Hattiesburg Summer Aquatic Program.
File Number: 2022-238
Minute Book #

Summary

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 1th day of May, 2022, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and Michelle Williams, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community Center and one (1) splash pad located at Sullivan Park.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.0 TERM OF AGREEMENT

- 1.1 The Agreement shall commence on or about May 1, 2022, and shall end September 30, 2022, unless terminated earlier under provisions herein.

2.0 TERMINATION AND CANCELLATION

- 2.1 The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within thirty (30) days from date of the receipt of said notice.
- 2.2 The Contractor may terminate this contract at any time by delivery of written notice Stating the contract will terminate within thirty (30) days from date of receipt of said notice.

3.0 NEGOTIATIONS

- 3.1 The City reserves the right to negotiate all elements which comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned

4.0 LEGAL RELATIONSHIPS

- 4.1 It is understood and hereby agreed by the parties the Contractor is and shall be an Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.1 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.

6.0 EQUAL OPPORTUNITY

- 6.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
- 6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II SPECIFIC DUTIES

1.0 SPECIFIC DUTIES

- 1.1 Contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program.
- 1.2 Contractor shall oversee hiring, training (certification), and supervision of all City of Hattiesburg pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards and other pool related staff to assist it in the performance of this Agreement.
- 1.3 Contractor shall coordinate all lifeguard training and certification
- 1.4 Contractor shall coordinate all lifeguard manager training for head lifeguards
- 1.5 Contractor shall coordinate/provide weekly in-service training for staff
- 1.6 Contractor shall provide daily staff meetings with head lifeguards

- 1.7 Contractor shall provide lifeguard management
- 1.8 Contractor shall provide program management
- 1.8.1 Includes group swim scheduling and coordination.
- 1.8.2 Includes staff scheduling and work hour submission to City timekeeper.
- 1.8.3 Includes daily fee collection and submission to City Recreation Department.
- 1.8.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
- 1.8.5 Contractor shall coordinate with pool maintenance company to provide and schedule pool cleaning/maintenance.
- 1.9 Contractor shall provide swim lessons during group swims as available
- 1.10 Contractor shall provide water safety instructor training to City staff as available
- 1.11 Performance reports are to be provided by the Contractor to the City daily. Records to be kept:
 - a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
 - b. Fee collection data per pool
 - c. Daily water chemistry (hourly) data for chlorine and Ph.
- 1.12 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to any of the Pool Facilities.
- 1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tort committed by Contractor and/or the Contractor's employee.

2.0 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

- 2.1 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
- 2.2 Equipment owned by the contractor will be maintained at its own expense.
- 2.3 The City shall supply pool chemicals.
- 2.4 The City shall provide vacuum equipment.
- 2.5 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.6 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION III

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$10,000.00 for the abovementioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

CONTRACTOR

BY: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's re-appointment of Frank James to the Tourism Commission for a term beginning April 6, 2022 and ending April 5,2027.
File Number: 2022-239
Minute Book #

Summary

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Tourism Commission

TERM OF OFFICE: 5 years PERIOD: 4/6/22 - 4/5/22

REPLACES: Re-Appointment

TERM EXPIRED: _____ OR RESIGNED: _____ Letter

attached _____ **DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S**

BOND? YES X NO

NAME OF PROPOSED APPOINTEE: Frank James

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 3405 Lincoln Road

HOME PHONE NUMBER: _____ WARD: 1

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Toby Barker

DATE: _____

TO BE CONTACTED BY: _____ DATE

CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's appointment of Dr. Joe Paul to the Hattiesburg Tourism Commission for a term beginning April 6, 2022 and ending April 5, 2027.
File Number: 2022-241
Minute Book #

Summary

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Tourism Commission

TERM OF OFFICE: 5 years PERIOD: 4/6/22 - 4/5/27

REPLACES: Appointment

TERM EXPIRED: _____ OR RESIGNED: _____ Letter

attached _____ DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S

BOND? YES X NO

NAME OF PROPOSED APPOINTEE: Joe Paul

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: _____

HOME PHONE NUMBER: _____ WARD: 4

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Toby Barker

DATE: _____

TO BE CONTACTED BY: _____ DATE

CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's appointment of Bernard Green to the Southeast Mississippi Community Investment Corporation Board of Directors to fill the unexpired term of Amber D. Sumrall, for a term beginning April 5, 2022 and ending January 4, 2024.
File Number: 2022-243
Minute Book #

Summary

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

BERNARD GREEN

*9 Old Trace Circle • Hattiesburg, MS 39402 • (601) 606-6404
bg@globalgreenhattiesburg.com*

EDUCATION

University of Southern Mississippi, Hattiesburg, MS
Bachelor of Arts in Business Administration w/ emphasis in Finance

Graduation Date: May 1994

WORK HISTORY

GLOBALGREEN INSURANCE AGENCY, Hattiesburg, MS
An Independent Insurance Agency, *Agency Owner*

March 1998 – Present

- Promote and market a wide range of highly competitive auto, home, property, business and life insurance products.
- Organize marketing events and seminars to attract new customers as well as strengthen relationships with existing clients
- Build, train and maintain a team of licensed professionals to prospect, retain, and assist new and current customers with their insurance portfolios.
- Partner with specialty and diversified markets in personal lines and commercial lines insurance

A. B. GREEN & ASSOCIATES INC, Hattiesburg, MS
Real Estate Investment Firm, *President/Owner*

September 2003 - Present

- Compiles market research and feasibility studies for profitable land and property acquisition and development
- Negotiates purchase of property and financing options/terms
- Organizes construction and development of projects including procurement of any/all necessary documentation, licenses and permits
- Markets and advertises the project for the purpose of profitable sale
- Develop and lease commercial and residential investment properties.

THE PROPERTY CENTRE LLC, Hattiesburg, MS
Real Estate Investment Company, *President/Owner*

April 2002 – December 2006

- Research and analyze current community/market situations for real estate investment opportunity
- Locate and renovate undervalued properties
- Work closely with HUD, CHDOs, NACA, Section 8, and other non-profit entities to provide housing for low-moderate income families
- Prospect, sell, and obtain financing for qualified aspiring homeowners.

AWARDS & ACHIEVEMENTS

2000 Top Allstate Agency in State of Mississippi	<i>December 2000</i>
Allstate Chairman's Inner Circle Award	<i>2010-2011</i>
Allstate National Conference Award	<i>1998-2010</i>
Allstate Life Leader Award	<i>1999-2011</i>
Allstate Honor Ring Award	<i>1998-2011</i>

LEADERSHIP ACTIVITIES

<i>Member</i> Independent Insurance Agents and Brokers of America - Big "I"	<i>2020 - present</i>
<i>Member</i> National Association of Insurance and Financial Advisors	<i>1998 - present</i>
<i>Chairman</i> West Point Baptist Church Finance Committee	<i>1999 – present</i>
<i>Vice Polemarch</i> Hattiesburg Alumni Chapter of Kappa Alpha Psi Fraternity, Inc.	<i>1993 – present</i>
<i>Board of Directors</i> Area Development Partnership	<i>2011 - 2015</i>
<i>Major (Retired)</i> United States Army Reserve	<i>1989 - 2013</i>
<i>Co-Chair, Financial Growth Committee</i> Allstate National Advisory Board	<i>2008 - 2012</i>
<i>Chairman, Marketing and Public Relations Committee</i> Pine Belt Foundation	<i>2008 - 2011</i>
<i>Commissioner</i> Hattiesburg-Laurel Regional Airport Board of Commissioners	<i>2004 - 2008</i>
<i>Board of Directors</i> University of Southern Mississippi Alumni Association	<i>2003 - 2006</i>
<i>Board of Directors</i> American Red Cross	<i>2000 - 2003</i>
<i>Ambassador</i> Area Development Partnership-Chamber of Commerce Division	<i>1998 - 2002</i>



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, April 5, 2022
Re: Adopt a Resolution amending the City of Hattiesburg Services and Facilities Plan for proposed annexation.
File Number: 2022-240
Minute Book #

Summary

Adopt a Resolution amending the City of Hattiesburg Services and Facilities Plan for proposed annexation.

Recommendation Statement

I recommend this item be placed on the Council agenda for consideration.

Please place this on the April 5, 2022 City Council meeting for consideration.

Second Amended Services & Facilities Plan

Proposed Annexation Hattiesburg, Mississippi

Adopted April 5, 2022

Prepared by:



BRIDGE & WATSON_{INC}
URBAN PLANNERS • CONSULTANTS • ADVISORS

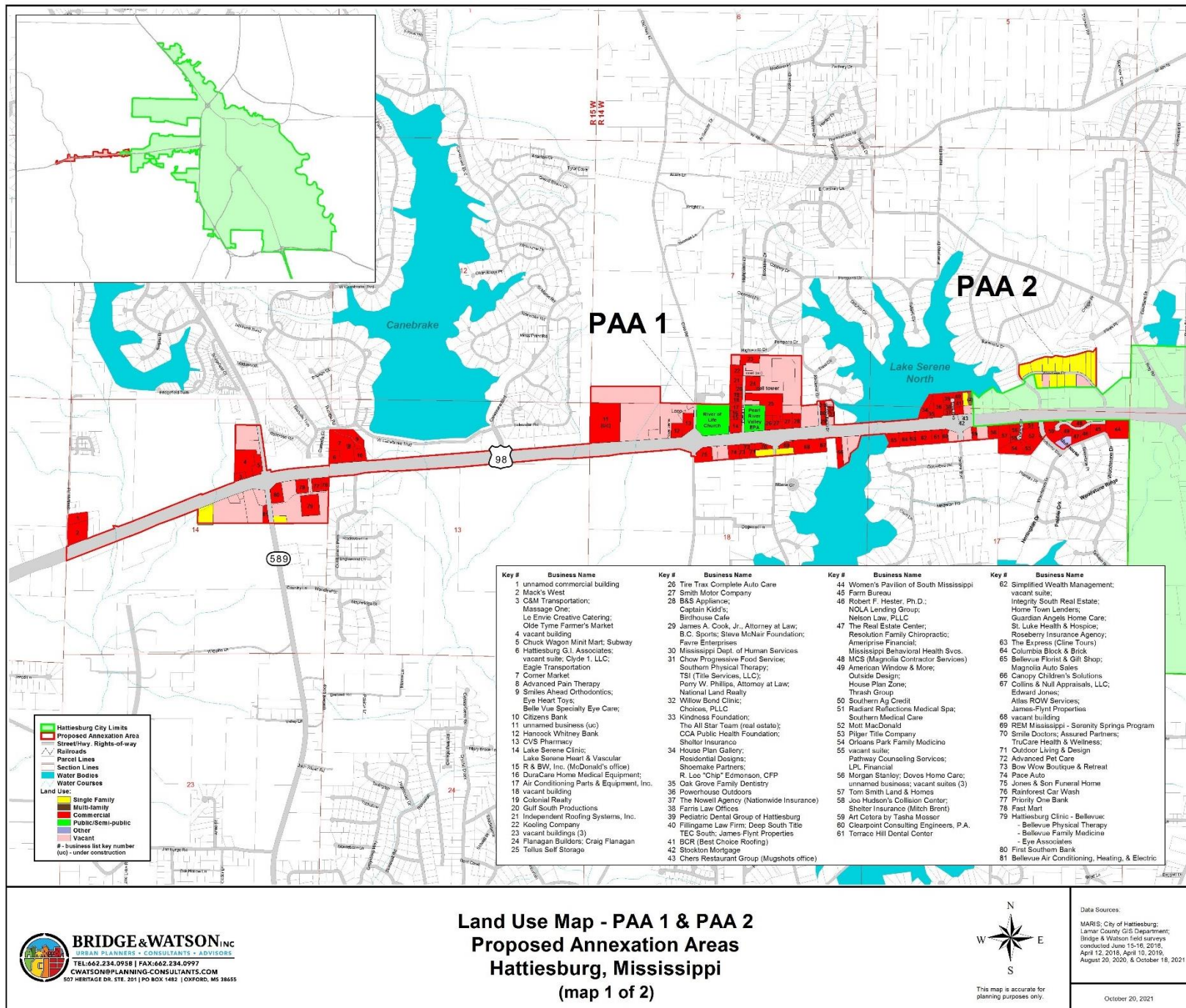
TEL: 662.234.0958 | FAX: 662.234.0997

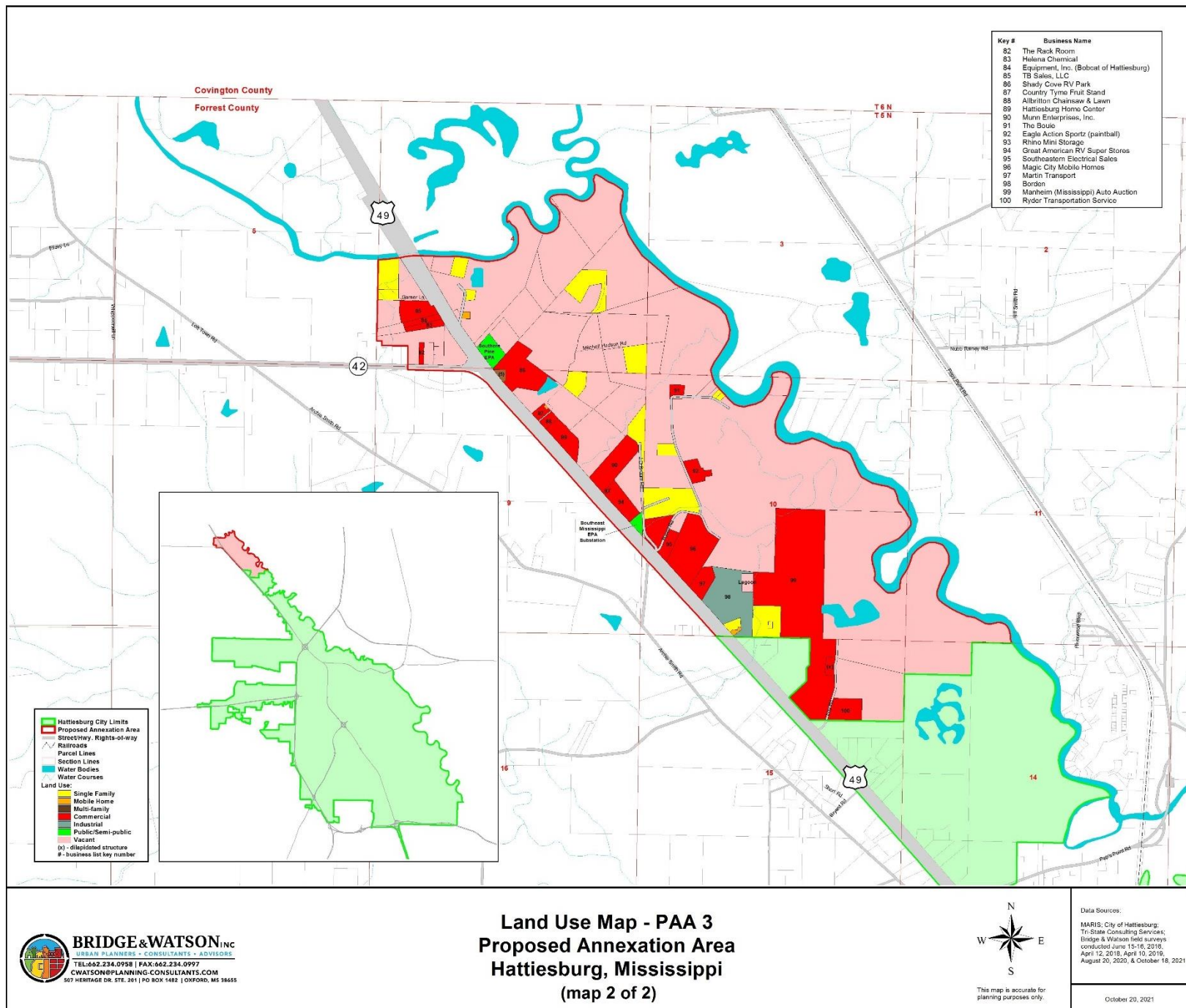
CWATSON@PLANNING-CONSULTANTS.COM

507 HERITAGE DR. STE. 201 | PO BOX 1482 | OXFORD, MS 38655

Introduction

The City of Hattiesburg is in the process of expanding its corporate limits (annexation) to encompass certain territory extending, generally, West along Highway 98 and North along Highway 49. The annexation areas are identified as Area 1, Area 2 and Area 3 in keeping with the city's annexation ordinance. The maps on the following pages indicate the annexation areas in red, Hattiesburg in green, and the adjacent City of Petal in yellow. Land use is included on two of the three maps to provide perspective regarding the volume and type of development within the annexation areas.





In Mississippi, municipal annexation is guided by state law and requires an annexing municipality to adopt an ordinance and then petition the Chancery Court for ratification of the ordinance. The Court must review the facts surrounding the proposed annexation and ultimately determine whether the proposed annexation is reasonable. Ultimately, review of an annexation is a question of fairness and the Court must decide if the annexing municipality's need for annexation is balanced with the impact of annexation upon the residents and property owners being annexed.

In measuring this fairness question, the services and improvements to be provided by the annexing municipality, to an annexation area, become an important consideration. The annexation ordinance adopted by the municipality identifies the services and improvements only in a general sense, but the Services and Facilities Plan provides greater detail.

Specifically, this Services and Facilities Plan identifies the personnel, equipment, and capital needs in order for the city of Hattiesburg to extend the current level of city services into the proposed annexation areas. Also, this plan serves as an instrument that may be adopted by the city council to further define the city's commitment¹ to those being annexed. This plan represents the city's commitment that "residents of annexed areas will receive something of value in return for their tax dollars" see *In the Matter of the Extension of the Boundaries of the City of Columbus* 644 So 2d 1168, 1172 (Miss. 1994).

Organization of this Plan

The Services and Facilities Plan consists of three primary sections. First, a demographic section provides a profile of the city and proposed annexation areas. The maps on the previous pages demonstrate the geography and land use makeup of the areas sought to be annexed.

The second section contains the Departmental Summaries and Requirements, which is a listing of the city's existing personnel and major equipment along with departmental needs to serve the annexation areas.

In connection with the Departmental Summaries and Requirements, improvements necessary for the extension of water and sewer infrastructure are included. This plan contains a general description of the infrastructure and its related cost estimate. The data was taken from detailed, good faith engineering estimates computed specifically for this annexation. The departmental summaries and requirements are further discussed below.

Finally, the last section of the plan presents a financial analysis indicating the financial impact to the city as a result of annexation.

¹ Through the adoption of its annexation ordinance, the city has defined only in general terms the services and improvements to be delivered to the proposed annexation areas.

Departmental Summaries and Requirements

Data regarding each of the city's departments was gathered from the city and is presented in summary fashion. As a practical matter, this plan does not list each, and every, equipment item the department may have at its disposal (office equipment, hand tools, etc.), but instead identifies the more substantial assets which are utilized or are available for day-to-day operations.

Departmental requirements are determined by the city with the aid of the consultant. Considerations taken into account when determining the departmental needs include, but are not limited to, the following:

1. The demographic profile of the existing city and the area sought to be annexed.
2. Existing levels of staffing and equipment among the city's various departments.
3. Any anticipated additions to the city's various departments, or anticipated efficiencies gained, such as changes in technology, scheduling or management.
4. The level of services and improvements provided within the city.
5. Any services provided to the proposed annexation area by sources other than the city.
6. Any requirements of state or federal law or agencies (such as the existence of service franchise areas, necessity of comprehensive planning prior to zoning, etc.).

Taking all factors into account, the city's departmental requirements are summarized first by personnel needs and then by equipment or capital needs. Cost components are included with each item, and anticipated operating expenses are presented within the plan as well. The personnel and equipment requirements are designed to extend the city's current level of services into the proposed annexation area.

Throughout this plan, timing is noted with additional personnel, equipment and expenses. For example, the phrase "Year 1" or "Year 2" indicates an activity occurring within the first year or second year (or so on) following annexation. The notation of an expense as "/year" indicates an expense which is expected to be recurring. In some cases, expenses which are one-time only events for the duration of this plan are noted as "Yr. X only".

While this plan is a commitment to provide services and improvements to the proposed annexation area, it represents only the minimum additions necessary to fulfill that commitment. As the proposed annexation area continues to urbanize, the City of Hattiesburg may find it necessary and advantageous to provide greater services and improvements than those set forth herein.

It is important to note that the costs associated with the various personnel, equipment, and operational needs are not a commitment to spend specific dollar amounts. The city is committed to funding levels necessary to provide the proposed annexation areas with the same level of services as currently enjoyed within the existing city, and the necessary funding could fluctuate with differing levels of efficiency. The commitment of the city is to provide high levels of municipal services and improvements in return for the taxes and other costs annexed residents and property owners will be asked to pay.

PART 1. DEMOGRAPHIC INFORMATION

**Demographic Data Sheet
Proposed Annexation Areas
Hattiesburg, Mississippi**

	Existing City		Proposed Annexation Area 1		Proposed Annexation Area 2		Proposed Annexation Area 3		Total PAAs		Combined City & PAAs		
Total Population ¹													
2020													
White	19,494	40.0%	15	78.9%	42	80.8%	31	91.2%	88	83.8%	19,582	40.1%	
Black	24,962	51.2%	3	15.8%	3	5.8%	1	2.9%	7	6.7%	24,969	51.1%	
Other	4,274	8.8%	1	5.3%	7	13.5%	2	5.9%	10	9.5%	4,284	8.8%	
Total	48,730		19		52		34		105		48,835		
Voting Age Population ¹													
2020													
White	17,557	44.1%	12	80.0%	34	91.9%	30	93.8%	76	90.5%	17,633	44.2%	
Black	19,008	47.7%	2	13.3%	0	0.0%	1	3.1%	3	3.6%	19,011	47.6%	
Other	3,279	8.2%	1	6.7%	3	8.1%	1	3.1%	5	6.0%	3,284	8.2%	
Total	39,844		15		37		32		84		39,928		
Dwelling units													
2020 ¹ :	22,620		7		16		20		43		22,663		
Total Area (sq. mi.)	54.27 ¹		0.58 ³		0.03 ³		1.82 ³		2.44		56.71		
Population Density ⁴													
2020	898		33		1,733		19		43		861		
Streets (miles)	435.8		5.1 ³		0.3 ³		4.4 ³		9.8		445.6		
Federal/State Hwys.	53.4 ⁵		4.1		0.0		2.2		6.3		59.7		
Locally Maintained	382.4 ⁵		1.0		0.3		2.2		3.5		385.9		
Paved			1.0		0.3		1.4		2.7				
Unpaved			0.0		0.0		0.8		0.8				
Businesses	1,939 ⁶		131 ²		0 ²		19 ²		150		2,089		
Fire Dept. Rating ⁷	Class 3		Class 7		Class 7		Classes 6		Classes 6 & 7		Class 3		
Assessed Valuation (2021):													
Real Property ⁸	\$341,303,348		\$9,431,795		\$239,054		\$1,926,555		\$11,597,404		\$352,900,752		

¹ Census data 2020; Bridge & Watson calculations.

² Bridge & Watson field survey (October 2021).

³ Measured using ArcView GIS software.

⁴ Persons per square mile.

⁵ City of Hattiesburg Engineering Department.

⁶ Mississippi Dept. of Revenue's 2020 Annual Report.

⁷ Mississippi State Rating Bureau.

⁸ 2021 assessed valuation calculated using both the Forrest County & Lamar County land/tax rolls; Bridge & Watson calculations.

PART 2. DEPARTMENTAL SUMMARIES AND REQUIREMENTS

**GENERAL GOVERNMENT
ADMINISTRATION DEPARTMENT
Departmental Summaries & Requirements
December 29, 2021**

Existing City of Hattiesburg

The Administration Department contains those city divisions that relate to internal operations of city hall. Examples include the office of the Mayor, City Council and Council Clerk, City Clerk, finance personnel and similar offices. The existing personnel (budgeted positions) and major equipment currently available within each division follows. Many divisions do not have major equipment (such as vehicles) within the scope of this Services and Facilities Plan.

Accounting Division

Personnel	Major Equipment
2 Accountants	N/A
1 Accounting Technician	
1 Comptroller	

City Attorney Division

Personnel	Major Equipment
1 City Attorney	N/A

City Council Division

Personnel	Major Equipment
1 Clerk of Council	N/A
5 Council Members	
1 Deputy Clerk of Council	

Human Resources Division

Personnel	Major Equipment
2 Specialists	N/A
1 Hiring Manager (part-time)	

Information Technology Division

Personnel	Major Equipment
1 Division Manager	1 SUV
1 Programmer	1 Van
1 Systems Administrator (part-time)	

1 Systems Technician

Mayor & Administration Division

<u>Personnel</u>	<u>Major Equipment</u>
2 Admin. Assistants (1 full-time; 1 part-time)	1 Car
1 Assistant to Mayor	4 SUVs
1 Chief Administrative Officer	
1 Chief Financial Officer	
1 Communications Officer	
1 Department Director	
1 Mayor	
1 Office Manager	

Municipal Clerk Division

<u>Personnel</u>	<u>Major Equipment</u>
3 Deputy Municipal Clerks	N/A
2 Office Assistants (Action Center)	

Purchasing Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Division Manager	N/A
1 Purchasing Assistant	

Loss Control Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Division Manager	1 Pickup

Administration Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the divisions comprising the Administration Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. The nature of the duties and responsibilities of the Administration Department are such that day-to-day operations will be largely unaffected by annexation; however, the city recognizes that some small increase in operating expenses may occur as a result of annexation. These increases in expenses have been estimated based upon the FYE2022 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES²:

Year 1	\$	886
Year 2	\$	913
Year 3	\$	940
Year 4	\$	967
Year 5	\$	996

Aside from anticipated increased operating expenses, the City Council will have to undertake redistricting and assign annexed areas to an election ward. This process will present a one-time cost to the city. Because the annexation area contains so few people, together with the fact that Section 5 administrative preclearance is no longer required, redistricting is expected to be a simplistic process. Logically, annexation areas 1 and 2 would be assigned to ward 3 and annexation area 3 would be assigned to ward 1, and the resulting additional population would not change the overall deviation or racial composition enough to cause a full redraw of all council wards.

REDISTRICTING EXPENSE = \$5,000 (to occur in the first year following annexation)

Timing of the Delivery of Services to the Annexation Area

Services provided by the Administration Department will begin and/or be available immediately upon the effective date of annexation. The exception to this, however, relates to redistricting and municipal elections. Redistricting is programmed to occur in the first year following annexation, but the next regular municipal election will not occur until 2025.

² Operating expenses are estimated to grow at the rate of inflation, which is 2.95% per year. This calculated rate of inflation is the average annual rate of change in the consumer price index for the Southern U.S. as measured from November 2017 until November 2021.

GENERAL GOVERNMENT
URBAN DEVELOPMENT DEPARTMENT
Departmental Summaries & Requirements
December 29, 2021

Existing City of Hattiesburg

The Hattiesburg Urban Development Department provides land development administration, code enforcement and building inspections. This department is responsible for oversight with respect to urban development and redevelopment within the city and administration of the city's land development regulations and long-range planning program. Additionally, this department provides administrative services for state and federally funded programs within the city³, is responsible for grant writing, and serves as the Metropolitan Planning Organization (MPO)⁴. Mass transit services fall under the responsibilities of Urban Development. The divisions, personnel (budgeted positions), and major equipment that comprise the Urban Development Department are as follows:

Administration (includes Planning Division)

<u>Personnel</u>	<u>Major Equipment</u>
1 Department Director	1 SUV
1 Grant Coordinator	3 Cars
1 Historic Preservation Planner	
1 Homeless Coordinator	
1 Neighborhood Development Officer	
2 Office Managers	
1 Planner	
1 Planning Manager	

Land Development Code (Building Inspection & Code Enforcement Divisions)

<u>Personnel</u>	<u>Major Equipment</u>
1 Division Manager (Building Inspection)	2 Cars
1 Division Manager (Code Enforcement)	5 Pickups
1 Code Enforcement Clerk	2 SUVs
6 Code Enforcement Officers	
2 Permit Technicians	
2 Technical Inspectors	

Community Development Division (Entitlements)

³ Hattiesburg is an entitlement city, meaning annually the city receives certain federal funds for programs without the necessity of competing for the funding.

⁴ The MPO is a regional transportation planning agency, which provides a forum for cooperative decision-making concerning area-wide transportation issues. The MPO was created by Federal and State law to develop transportation plans and programs and involves representatives from area local government.

<u>Personnel</u>	<u>Major Equipment</u>
1 Code Enforcement Officer (housing inspector)	1 Car
1 Program Manager	1 Pickup
1 Division Manager	1 SUV
2 Housing Coordinators	
1 Office Assistant	

Metropolitan Planning Organization Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Division Manager	1 SUV
1 Office Assistant	
1 Transportation Planner	
1 Transit Specialist	

Transportation (Mass Transit)

<u>Personnel</u>	<u>Major Equipment</u>
1 Crew Supervisor	16 Buses
1 Division Manager	1 Service Truck
17 Bus Drivers	2 SUVs
3 Mechanics	1 Trolley
1 Office Assistant	3 Vans
1 Office Manager	

Needs Resulting from Annexation

Planning Division

As a result of annexing the proposed territory, the Planning Division will not require any additional personnel or equipment in order for Hattiesburg to extend services into the annexation area. Although the annexation area is experiencing rapid development, the Planning Division has the capacity to serve the area without increases. Although planning staff is reduced compared to previous years, Hattiesburg relies on outside consultants to accomplish various planning tasks.

The City will have to update the comprehensive plan to include annexed areas, and likewise, amend its zoning map to apply zoning to annexed properties. These updates will present a one-time cost to the city, which is estimated as follows:

UPDATE COMPREHENSIVE PLAN = \$25,000 (to occur in the first year following annexation)

UPDATE ZONING MAP = \$10,000 (to occur immediately following the completion of the comprehensive plan update; for the purpose of this plan, the expense is budgeted in Year 2)

The time lag between updating the comprehensive plan and the zoning map relates to the statutory requirement that zoning be in accordance with a comprehensive plan (see Miss. Code Ann. 17-1-9). It is expected that Hattiesburg would first update its comprehensive plan, and then, apply zoning to the newly annexed area.

Building Inspection Division

As a result of annexing the proposed territory, the Building Inspection Division will require the following additional personnel and equipment in order for Hattiesburg to extend services into the annexation areas:

PERSONNEL:

Year 1

1 Technical Inspector	\$ 47,077 / year
[Wage (\$14.41/hour) + Benefits (28.19%) + Insurance (\$8,648)]	

EQUIPMENT:

Year 1

1 Vehicle (SUV)	\$ 24,000 (Yr. 1 only)
Uniforms	\$ 200 / year
Training	\$ 750 (Yr. 1 only)
Technical Manuals	\$ 3,000 (Yr. 1 only)

Code Enforcement Division

As a result of annexing the proposed territory, the Code Enforcement Division will not require any additional personnel or equipment in order for Hattiesburg to extend services into the annexation areas. Although the annexation area is experiencing rapid development, the Code Enforcement Division has the capacity to serve the area without increases. Because the annexation area is primarily commercial in nature, the demand for services on the Code Enforcement Division is relatively low, compared to residential areas.

Mass Transit

Mass Transit provides public transportation services along seven (7) fixed routes. Additionally, para transit services are provided to qualified individuals. Annexation will not change these routes or services; therefore, there are no personnel or major equipment needs and no increased operating expenses.

Operating Expenses for Urban Development Department

Hattiesburg recognizes that as a result of annexation some small increase in operating expenses may occur for the Planning Division, the Building Inspection Division, and the Code Enforcement Division. These increases in expenses have been estimated based upon the FYE2022 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually. Operating expenses for Community Development and MPO will likely be unaffected by annexation; however, out of an abundance of caution, increased operating expenses have been computed. The total operating expenses for Urban Development are as follows:

OPERATING EXPENSES:

Year 1	\$ 1,017
Year 2	\$ 1,047
Year 3	\$ 1,078
Year 4	\$ 1,110
Year 5	\$ 1,142

Timing of the Delivery of Services to the Annexation Area

The services provided through the Urban Development Department will be available immediately upon the effective date of annexation. Building inspection services will be extended with existing personnel and equipment until such time as the City adds the additional inspector, as shown on previous pages. MPO services of this division are already provided to the region, including the proposed annexation area.

All of Hattiesburg's building codes and land development ordinances will take effect immediately with the effective date of annexation, with the exception of zoning. Hattiesburg's zoning will not take effect until the comprehensive plan and zoning amendments occur, as shown on previous pages.

**GENERAL GOVERNMENT
CITY COURT DEPARTMENT
Departmental Summaries & Requirements
December 29, 2021**

Existing City of Hattiesburg

The Court Department is the forum in which traffic citations, drug cases, and other violations of municipal laws are disposed. Because of the nature of its operations, the Court Department does not have major equipment within the scope of this Services and Facilities Plan (such as vehicles). The personnel (budgeted positions) that comprise the Court Department are as follows:

City Court

Personnel

1 Community Initiative Coordinator	1 Office Manager
3 Judges (1 full-time; 1 part-time, 1 pro temp)	1 Office Assistant
1 Court Clerk	2 Public Defenders
11 Deputy Court Clerks (8 full-time; 3 part-time)	
1 Deputy Court Clerk/Program Coordinator	
3 Prosecutors (2 full-time; 1 pro temp)	

City Court Needs Resulting from Annexation

As a result of annexing the proposed territory, the Court Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. Hattiesburg recognizes that some small increase in operating expenses may occur as a result of annexation, particularly since police citations and other violations of law will originate from within the annexation areas and be processed through the Court Department. The increases in expenses have been estimated based upon the FYE2022 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$	398
Year 2	\$	410
Year 3	\$	422
Year 4	\$	434
Year 5	\$	447

Timing of the Delivery of Services to the Annexation Area

The services provided through the Court Department will begin and/or be available immediately upon the effective date of annexation.

**PUBLIC SAFETY
POLICE DEPARTMENT
Departmental Summaries & Requirements
December 29, 2021**

Existing City of Hattiesburg

The Hattiesburg Police Department provides a wide variety of public safety services to the citizens of Hattiesburg. Among these services include, but are not limited to, police patrols, animal control, crime scene investigation, and community relations. The police department is temporarily headquartered at 300 Klondyke Street while the new permanent police facilities are under construction. Additionally, the Hattiesburg Police Department operates sub-stations at Hattiesburg High School, Fire Station 8, and Fire Station 9.

The personnel (budgeted positions) and major equipment currently available to the Police Department follows:

Police

<u>Personnel</u>	<u>Major Equipment</u>
1 Accounting Technician	126 Cars
1 Admin. Assistant/Accreditation Manager	1 Command Vehicle
1 Assistant Division Manager	10 Motorcycles
1 Assistant Chief	11 Pickups
7 Captains	21 SUVs
1 Chief	3 Vans
1 Community Development Specialist	
1 Crew Supervisor	
1 Crime Analyst	
2 Crime Scene Technicians	
1 Custodian	
2 Division Managers	
1 Division Manager (Records)	
1 Evidence Technician	
1 Facility Maintenance Repairer	
12 Lieutenants	
2 Majors	
4 Office Assistants	
2 Office Managers	
3 Parking Attendants (part-time)	
85 Police Officers	
1 Public Information Officer	
6 Records Clerks (5 full-time; 1 part-time)	
16 School Patrol Officers (all part-time)	
12 Sergeants	

20 Telecommunicators (19 full-time; 1 part-time)
 4 Teleservice Clerks
 2 Victims Advocates

Animal Control

<u>Personnel</u>	<u>Major Equipment</u>
3 Animal Control Officers	5 Pickups
1 Division Manager	37 Cages, Traps, etc.

Police & Fire Training (also listed under Fire Department)

<u>Personnel</u>	<u>Major Equipment</u>
1 Office Assistant	1 Tractor

Police Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the Police Department will not require any additional personnel or major equipment in order for Hattiesburg to extend police services into the annexation areas. Hattiesburg recognizes that operating expenses will increase as a result of patrolling and serving more territory. The increases in expenses have been estimated by the Hattiesburg Police Department and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 16,000
Year 2	\$ 16,400
Year 3	\$ 16,800
Year 4	\$ 17,200
Year 5	\$ 17,800

Timing of the Delivery of Services to the Annexation Area

The Hattiesburg Police Department will begin providing the full range of police services immediately upon the effective date of annexation.

**PUBIC SAFETY
FIRE DEPARTMENT
Departmental Summaries & Requirements
December 29, 2021**

Existing City of Hattiesburg

The Hattiesburg Fire Department is another public safety service provider to the citizens of Hattiesburg. In addition to fighting fires, the Hattiesburg Fire Department (HFD) provides hazardous materials response, swift water rescue, and confined space rescue. Response to medical calls, inspections, and education are also services of the HFD. The city also operates its own fire training facility. The city's fire protection and prevention programs, along with its water system, have earned the city a Class 3 fire rating.

Hattiesburg operates its fire protection program from nine (9) stations located across the city. Station location and equipment is determined by a multitude of factors related to the fire class grading system utilized by the Mississippi State Rating Bureau. Each station is staffed 24 hours per day, 7 days a week with full-time, paid, highly trained firefighters. Hattiesburg's newest station, station 9, was recently constructed and is in full operation. Located on Highway 49 North at the northern city limits, Station 9 is positioned to easily serve fire protection to proposed annexation area 3.

The personnel (budgeted positions) and major equipment currently within the city's nine (9) stations and available to the Hattiesburg Fire Department are as follows:

Fire

<u>Personnel</u>	<u>Major Equipment</u>
1 Administrative Assistant	3 Ladder Trucks
1 Assistant Chief	2 Boats (aluminum)
7 Battalion Chiefs	3 Boats (inflatable)
1 Chief	1 Car
33 Engineers	1 Haz-Mat Trailer
29 Firefighters	1 Jeep
33 Firefighters/Relief Drivers	15 Pickups
4 Inspectors/Code Enforcement Officers	7 Pumpers
6 Senior Lieutenants	3 Pumpers (reserve)
22 Lieutenants	2 Rescue Pumps
1 Mechanic	3 Rescue Trailers
	1 SUV
	1 Swift Water Rescue Trailer
	Training Equipment

Police & Fire Training (also listed under Police Department)

<u>Personnel</u>	<u>Major Equipment</u>
1 Office Assistant	1 Tractor

Fire Department Needs Resulting from Annexation

Station 9, which the city has constructed on Highway 49 North will serve the needs of annexation area 3.

Annexation will result in the necessity for Hattiesburg to construct, staff and equip a new fire station along Highway 98 (within annexation area 1). This requirement results from meeting with the Mississippi State Rating Bureau and taking into account run distances, density of development, and existing fire class rating.

The additional station, personnel, and equipment needed to serve the annexation area are as follows:

NEW FIRE STATION (HWY. 98)

Year 1

Cost of Issuance of G.O. Bonds	\$ 62,500
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Year 2

Land, Building, and Furnishings ⁵	Year 2	\$192,500
(\$2,500,000 financed 20 yrs. @ 4.50%)	Year 3	\$188,900
	Year 4	\$190,300
	Year 5	\$191,475

PERSONNEL:

Year 2

3 Lieutenants	\$202,044 / year
[Salary (\$45,574) + Benefits (28.24%) + Insurance (\$8,903) = \$67,348]	
4 Engineers	\$253,081 / year
[Salary (\$42,395) + Benefits (28.24%) + Insurance (\$8,903) = \$63,270]	
4 Firefighters	\$198,714 / year
[Salary (\$31,796) + Benefits (28.24%) +	

⁵ Site identification and acquisition, financing, and planning/construction are all expected to occur within the first year after annexation. Thus, debt payments would begin in "Year 2". The new station is anticipated to be complete in the second year, thus personnel and equipment are programmed for "Year 2".

Insurance (\$8,903) = \$49,678]

EQUIPMENT:

Year 2

1 Pumper @ \$550,000 (financed 7 yrs. @ 4.00%)	\$ 91,635 / year
Uniforms for 11 personnel @ \$424 each	\$ 4,663 / year

HIRING COSTS

Year 1

Tests, training, uniforms, equipment, salaries, etc.	\$ 92,101 (Yr. 1 only)
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Expenses for the Fire Department will increase as a result of serving more territory. The increases in expenses have been estimated based upon the FYE2022 budget for items anticipated to be impacted by annexation, as well as, the items associated with the operation of a new fire station. These expenditures are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 1,749
Year 2	\$ 49,368
Year 3	\$ 50,825
Year 4	\$ 52,324
Year 5	\$ 53,868

Year 1 expenses are low when compared to Years 2 thru 5 because for the first year following annexation, Hattiesburg will provide fire protection services from existing stations using existing personnel and equipment. Years 2 thru 5 reflect expenses associated with operating the new fire station (i.e. it will take approximately one year to build the new station).

Timing of the Delivery of Services to the Annexation Area

The City of Hattiesburg will begin providing fire protection services immediately upon the effective date of the annexation. Services will be provided initially utilizing existing fire stations, personnel, and fire equipment. Hattiesburg will build, staff, and equip an additional fire station which is programmed to be completed in the second year following annexation.

PUBLIC WORKS/SERVICES
PUBLIC WORKS DEPARTMENT
Departmental Summaries & Requirements
December 29, 2021

Existing City of Hattiesburg

The Public Works Department provides some of the most visible services within the city. Public Works is responsible for a significant number of tasks associated with streets, rights-of-way, drainage, etc., including but not limited to:

- Street maintenance and repair (potholes, etc.);
- Sidewalk maintenance and repair;
- Drainage system maintenance and repair (erosion control, clean ditches, install pipes, etc.);
- City building maintenance and repair (carpentry, etc.);
- Mosquito control program;
- Removal of dilapidated houses and cleaning overgrown lots;
- Street cleaning/sweeping;
- Maintenance and repair of city vehicles and equipment;
- Right-of-way maintenance and landscaping;
- Prevention, detection, and repair of water leaks.

The personnel (budgeted positions) and equipment currently available to the various divisions within the Public Works Department are as follows:

Construction Division

<u>Personnel</u>	<u>Major Equipment</u>
2 Crew Foremen	1 Bucket Truck
1 Division Manager	1 Dump Truck
1 Electrician	7 Pickups
4 Facility Maintenance Repairers	2 Tractors
1 HVAC Specialist	4 Trailers
1 Plumber	5 Vans
1 Office Manager	1 Trencher

Drainage Division

Personnel

1 Crew Foreman	1 Dump Truck
2 Crew Workers	2 Pickups
	1 Trailer

Garage, Office, & Fuel Station

Personnel

1 Administrative Assistant	N/A
1 Office Manager	

Health (Pest Control) Division

Personnel

3 Crew Foremen
1 Crew Supervisor
7 Crew Workers
1 Division Manager
6 Equipment Operators

Major Equipment

1 Bushhog	2 Dump Trucks
1 Excavator	2 Mowers
6 Pickups	1 Rescue Truck
1 Sprayer	1 SUV
1 Tractor	1 Van

Shop Division

Personnel

1 Division Manager
1 Division Manager
3 Mechanics
1 Mechanic Helper
1 Shop Foreman

Major Equipment

2 Air Compressors
4 Pickups
1 Welding Machine
1 Hose Machine
1 AC Machine
1 Mig Welder

Street Cleaning Division

Personnel

1 Equipment Operator

Major Equipment

2 Sweepers
1 Vacuum Truck
1 Water Jet Truck

Streets Division

Personnel

4 Crew Foremen
6 Crew Workers
1 Deputy Director
6 Equipment Operators

Major Equipment

1 18 Wheeler	1 Air Compressor
1 Asphalt Truck	3 Backhoes
2 Bushhogs	1 Car
1 Concrete Mixer	1 Concrete Saw
2 Dozers	10 Dump Trucks
2 Excavators / Skid Steers	3 Generators
3 Mini Excavators	1 Loader
4 Mowers (Flail)	8 Mowers
8 Pickups	1 Pump
1 Steel Wheel Roller	1 Spreader Blade
1 Track Loader	3 SUVs
5 Tractors	1 Trackhoe
2 Tractors w/ Cabs & Side Mowers	7 Trailers
	2 Vans
	1 Wheel Loader

Public Works Needs Resulting from Annexation

As a result of annexing the proposed territory, the Public Works Department will require the following additional personnel and equipment in order for Hattiesburg to extend services into the annexation areas.

PERSONNEL:

Year 1

1 Crew Foreman	\$ 43,428 / year
[Wage (\$12.35/hour) + Benefits (35.35%) + Insurance (\$8,648)]	
3 Crew Workers ⁶	\$121,587 / year
[Wage (\$11.32/hour) + Benefits (35.35%) + Insurance (\$8,648) = \$40,529]	

EQUIPMENT:

Year 1

1 Mini Excavator	\$ 48,000 (Yr. 1 only)
1 Utility Truck	\$ 52,000 (Yr. 1 only)
2 Zero-turn Mowers @ \$15,000 each	\$ 30,000 (Yr. 1 only)
Miscellaneous Tools & Supplies	\$ 3,500 (Yr. 1 only)
Tools @ \$1,500	
Minor Equipment @ \$2,000	
Uniforms for 4 personnel @ \$200 each	\$ 800 / year

Hattiesburg recognizes that operating expenses will increase as a result of serving more territory. The increases in expenses have been estimated based upon the FYE2022 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 46,478
Year 2	\$ 47,849
Year 3	\$ 49,261
Year 4	\$ 50,714
Year 5	\$ 52,210

⁶ Job title previously shown as “Utility Maintenance Worker” in plan dated March 27, 2019.

The City of Hattiesburg will provide street lights within the annexation areas. It is estimated that approximately 36 street lights will be needed within the annexation areas. Installation of street lights will begin immediately after the successful annexation of the territory. The rate at which street lights will be installed will be dependent upon the workload and ability of the electric service providers (Southern Pine EPA & Pearl River Valley EPA). The estimated annual cost of additional street lights is:

STREET LIGHT EXPENSES:

Year 1	\$ 9,274
Year 2	\$ 9,548
Year 3	\$ 9,829
Year 4	\$ 10,119
Year 5	\$ 10,418

Timing of the Delivery of Services to the Annexation Area

The services provided through the Public Works Department will begin immediately upon the effective date of annexation.

**PUBLIC WORKS/SERVICES
ENGINEERING DEPARTMENT
Departmental Summaries & Requirements
December 29, 2021**

Existing City of Hattiesburg

The Engineering Department oversees the planning, design and construction of city infrastructure including roadways, drainage, water, sewer and airport infrastructure. The department also provides technical assistance to other city departments and participates in subdivision and site plan review process. The Engineering Department also oversees the day-to-day operations of the Traffic Department and GIS.

The personnel (budgeted positions) and major equipment currently available to the Engineering Department are as follows:

Engineering

<u>Personnel</u>	<u>Major Equipment</u>
1 Accountant	1 Car
1 Department Director	1 Pickup
1 Division Manager	1 SUV
1 Engineering Supervisor	Surveying Equipment
2 Engineer Technicians	
1 GIS Supervisor	
1 GIS Technician	
1 Project Manager	
1 Office Assistant	

Traffic Maintenance Division

<u>Personnel</u>	<u>Major Equipment</u>
1 Crew Foreman	2 Bucket Trucks
1 Division Manager	8 Pickups
2 Facility Maintenance Repairers	1 Sign Truck
1 Office Manager	3 Trailer
1 Traffic Supervisor	

Engineering Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the Engineering Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. Hattiesburg recognizes that some increase in operating expenses may occur as a result of annexation. The increases in expenses have been estimated based

upon the FYE2022 budget for items anticipated to be impacted by annexation and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 4,272
Year 2	\$ 4,399
Year 3	\$ 4,528
Year 4	\$ 4,662
Year 5	\$ 4,799

Timing of the Delivery of Services to the Annexation Area

The services provided through the Engineering Department will begin and/or be available immediately upon the effective date of annexation.

**PUBLIC WORKS/SERVICES
SANITATION DEPARTMENT
Departmental Summaries & Requirements
December 29, 2021**

Existing City of Hattiesburg

The Sanitation Department is responsible for garbage and trash collection (including leaf and yard debris removal). Recycling services are offered on a subscription basis for a fee of \$3.00 per month. The personnel (budgeted positions) and major equipment currently available to the Sanitation Department are as follows:

<u>Personnel</u>	<u>Major Equipment</u>
1 Deputy Director	4 Pickups
1 Crew Foreman	1 SUV
8 Crew Workers	1 Car
19 Equipment Operators	10 Garbage Trucks (side load)
1 Sustainability Driver	4 Garbage Trucks (rear load)
1 Sustainability Office Support	9 Knucklebooms
1 Sustainability Officer	2 Open Body Trucks
	3 Trailers

Sanitation Department Needs Resulting from Annexation

As a result of annexing the proposed territory, the Sanitation Department will not require any additional personnel or major equipment in order for Hattiesburg to extend services into the annexation areas. Hattiesburg recognizes that some small increase in operating expenses may occur as a result of annexation, and there will be an initial cost to provide garbage containers to annexed households (two per household at \$69.00 per container). The increases in expenses have been estimated based upon the city's recent financial activity and are indicated as operating expenses, which are projected to occur annually:

OPERATING EXPENSES:

Year 1	\$ 3,609 + \$5,934 (for containers)
Year 2	\$ 3,715
Year 3	\$ 3,825
Year 4	\$ 3,938
Year 5	\$ 4,054

Timing of the Delivery of Services to the Annexation Area

With respect to sanitation services (garbage and trash collection), Hattiesburg's services will begin and/or be available immediately upon annexation. However, any term of service paid by residents for county services will be allowed to expire before transitioning to city garbage service (see Miss Code Ann. 17-17-5(2)).

PARKS & RECREATION DEPARTMENT
Departmental Summaries & Requirements
December 29, 2021

Existing City of Hattiesburg

The Hattiesburg Parks and Recreation Department not only provides for the park facilities and a variety of recreational programs, but is also responsible for the upkeep of six (6) city cemeteries, city community centers, and an urban forestry program which concerns the care and management of trees on city properties and public rights-of-way. Additionally, the Parks and Recreation Department, in conjunction with Public Works, participates in mowing city rights-of-way.

The personnel (budgeted positions) and major equipment currently available to the Parks and Recreation Department are as follows:

Administration/Community Relations

<u>Personnel</u>	<u>Major Equipment</u>
37 Assistant Recreation Specialists (all part-time/seasonal)	2 Pickups 1 SUV
1 Department Director	
1 Division Manager (Programs)	
1 Innovative Programs Coordinator	
1 Lifeguard - Manager (part-time/seasonal)	
3 Lifeguards - Leads (all part-time/seasonal)	
6 Lifeguards (all part-time/seasonal)	
2 Recreation Specialists	

Community Centers

<u>Personnel</u>	<u>Major Equipment</u>
1 Crew Leader	1 Pickup
9 Custodians	3 Vans
2 Division Managers	
1 Office Assistant	

Recreation Maintenance & Grounds Maintenance

Personnel

1 Administrative Support	2 Crew Supervisors
21 Crew Workers (11 full-time; 10 part-time)	2 Division Managers
14 Facility Maintenance Repairers	1 General Manager
1 Facility Maintenance Worker	

Major Equipment

1 Bunker Rake	17 Pickups
2 Infield Machines	17 Mowers
2 Sod Cutters	1 Topdresser
3 Tractors	14 Trailers
3 Utility Vehicles	1 Vacuum

Cemetery

Personnel

1 General Manager	1 Asst. Division Manager
1 Crew Foreman	5 Equipment Operators
5 Facility Maintenance Repairers	1 Mechanic
1 Facility Maintenance Worker	1 Division Manager

Equipment

1 Bucket Truck	1 Chipper Trailer
2 Dump Trucks	1 Knuckleboom Truck
1 Open Body Truck	1 Backhoe
1 Loader (Bobcat)	1 Mini Trackhoe
6 Pickups	1 SUV
1 Tractor	3 Utility Vehicles
3 Equipment Trailers	1 Stump Grinder

Parks & Recreation Needs Resulting from Annexation

As a result of annexing the proposed territory, the Parks and Recreation Department will require the following additional personnel and equipment in order for Hattiesburg to extend services into the annexation areas.

PERSONNEL:

Year 1

2 Crew Workers	\$ 83,245 / year
[Wage (\$12.35/hour) + Benefits (28.37%) + Insurance (\$8,648) = \$41,623]	

EQUIPMENT:

Year 1

1 Crew Cab Truck	\$ 25,000 (Yr. 1 only)
2 Mowers @ \$15,000 each	\$ 30,000 (Yr. 1 only)
3 Weedeaters @ \$480 each	\$ 1,440 (Yr. 1 only)
1 Double Axle Trailer	\$ 5,500 (Yr. 1 only)
Uniforms for 2 personnel @ \$200 each	\$ 400 / year

While the cost to the City for providing recreational services will not be affected by annexation, the City recognizes that operating expenses related to right-of-way maintenance and urban forestry will increase as a result of serving more territory. Hattiesburg will also provide beautification of the Highway 98 corridor through the planting of crepe myrtles. The increases in expenses have been estimated by the Parks and Recreation Department in conjunction with the consultant. The estimated annual operating expenses and beautification cost are as follows:

OPERATING EXPENSES:

Year 1	\$ 20,703
Year 2	\$ 21,313
Year 3	\$ 21,942
Year 4	\$ 22,589
Year 5	\$ 23,256

BEAUTIFICATION EXPENSE:

Year 1 (only)	\$ 25,000
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Timing of the Delivery of Services to the Annexation Area

The services provided by Parks & Recreation will begin and/or be available immediately upon the effective date of annexation.

OTHER SERVICES
Departmental Summaries & Requirements
December 29, 2021

Existing City of Hattiesburg

The City of Hattiesburg provides other services that are not expected to be impacted by annexation, as the services are unique to a particular area of the city. Among these services include the airport, parking operations, and mass transit. Although annexation will have no impact on these services, they are listed below for informational purposes.

The personnel (budgeted positions) and major equipment currently available for these services are as follows:

Airport

<u>Personnel</u>	<u>Major Equipment</u>
N/A	1 Band Saw 1 Mower 3 Pickups 1 Pressure Washer 2 Tractors

Parking Operations

<u>Personnel</u>	<u>Major Equipment</u>
3 Parking Attendants (all part-time)	1 Car

Impact Resulting From Annexation Area

Airport - The Bobby L. Chain Municipal Airport will not experience any impact resulting from annexation. Anyone wishing to utilize the airport facilities, including residents and property owners of the proposed annexation area, are already doing so. Therefore, there are no personnel or major equipment needs and no increased operating expenses.

Parking Operations - Parking Operations concerns the public parking facilities in the downtown area of Hattiesburg. Annexation will have no impact on this function; therefore, there are no personnel or major equipment needs and no increased operating expenses.

WATER & SEWER SERVICES

Departmental Summaries & Requirements

December 29, 2021

The Water and Sewer Department provides for the operation of the city's water and sewer systems, including the water plant, water transmission system, sewer collection system, and sewer treatment system. This department is responsible not only for water production and water quality through fifteen (15) wells and two treatment plants, but also for reading water meters, maintaining water lines and fire hydrants, and locating water lines in conjunction with MS One Call. Likewise, the Water and Sewer Department is responsible for the sanitary sewer collection line maintenance, installing service taps, clearing line obstructions, line locations, and monitoring and testing regarding the wastewater treatment lagoons.

The personnel (budgeted positions) and major equipment currently available to the Water and Sewer Department are as follows:

Customer Accounts

<u>Personnel</u>	<u>Major Equipment</u>
1 Accountant	5 Pickups
6 Assessment/Collection Assistants	1 Van
1 Crew Supervisor	
5 Crew Workers	
1 Division Manager	
1 Office Assistant	

Water Plant

<u>Personnel</u>	<u>Major Equipment</u>
1 Crew Supervisor	1 Caterpillar
9 Operating Engineers	1 Cut-off Saw
1 Office Assistant	1 Dump Truck
	2 Forklifts
	5 Mowers
	6 Pickups
	1 Tractor
	1 Trailer

Water Transmission

Personnel	Major Equipment
4 Crew Foremen	3 Air Compressors
9 Crew Workers	1 Backhoe
1 Department Director	1 Backhoe/Loader
1 Division Manager/Deputy Director	4 Compact Excavators
2 Equipment Operators	3 Dump Trucks
	1 Dump Truck w/ Crane
	1 Hydraulic Excavator
	16 Pickups
	2 SUVs
	1 Truck (Chassis Cab)

Sewer

Personnel	Major Equipment
2 Crew Foremen	1 Air Compressor
3 Crew Workers	1 Backhoe
3 Equipment Operators	2 Backhoes w/ Loaders
	1 Commercial Truck
	1 Dump Truck (Flatbed)
	3 Dump Trucks
	2 Excavators
	6 Pickups
	3 Sewer Trucks
	1 Trailer

Lagoon

Personnel	Major Equipment
2 Crew Supervisors	1 Bobcat
4 Facility Maintenance Repairers	6 Pickups
	1 Truck (Crew Cab)

Water and Sewer Needs Resulting from Annexation

Water and Sewer services and Public Works services are closely related, and at one point in time the departments were combined. The two departments share equipment as needed. As a result of annexing the proposed territory, the Water and Sewer Department will not require any additional personnel and equipment in order for Hattiesburg to extend services into the annexation areas. Operating expenses will be incurred gradually as system improvements are accomplished over a five (5) year period.

Among the commitments of the City of Hattiesburg to the areas sought to be annexed is the delivery of water and sewer services. These critical services provide adequate water for fire protection, properly dispose of wastewater through a central sewer system, and

enable development to occur at urban level densities without adding to the existing potential health hazards in the area as a result of on-site sewage disposal systems.

The cost estimates for meeting the water and sewer needs have been computed in detail by the City's engineer and are summarized below. These cost estimates are the result of a good faith effort to determine infrastructure needs and costs. The reality is that, based upon specific engineering field surveying, testing, design and analysis, the following prescribed utilities may require alterations in terms of sizing, necessity, materials, components, and associated costs.

Annexation Area 1 (Highway 98 West)

Water Improvements – Hattiesburg will install necessary infrastructure to extend fire protection water into Area 1 within five (5) years following annexation. The engineering estimates indicate the installation will include over 31,000 feet of water line along with associated valves, fire hydrants, and other appurtenances necessary for the functionality of the system. No service connections are anticipated as the territory lies within the certificated area of West Lamar Water Association.⁷

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$4,545,000
Contingencies (25%)	\$1,136,066
Engineering (16%)	<u>\$ 727,052</u>
Project Total	\$6,408,117

Sewer Improvements – Hattiesburg will install necessary infrastructure to extend sanitary sewer services into Area 1 within five (5) years following annexation. The engineering estimates indicate the installation will include over 40,000 feet of sewer line along with associated manholes, pumps, service connections, and other appurtenances necessary for the functionality of the system.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$5,920,000
Contingencies (25%)	\$1,480,277
Engineering (16%)	<u>\$ 947,089</u>
Project Total	\$8,347,366

Total estimated water and sewer cost for Area 1: \$14,755,483

Hattiesburg has determined that some structures within Area 1 have connected to the Canebrake Utility Association sewer system, even though lying outside Canebrake's

⁷ A certificate of public convenience and necessity entitles the holder to the exclusive right to provide retail utility service to a defined geographic area.

certificated area. These connections may or may not alter Hattiesburg’s plans for sewer installations.

Annexation Area 2 (Windlass Drive)

Water Improvements – Hattiesburg will install necessary infrastructure to extend fire protection water into Area 2 within five (5) years following the effective date of annexation. The engineering estimates indicate the installation will include 3,000 feet of water line along with associated valves, fire hydrants, and other appurtenances necessary for the functionality of the system. No service connections are anticipated as the territory lies within the certificated area of West Lamar Water Association.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$190,000
Contingencies (25%)	\$ 47,492
Engineering (16%)	<u>\$ 30,393</u>
Project Total	\$267,886

Sewer Improvements – Hattiesburg will install necessary infrastructure to extend sanitary sewer services into Area 2 within five (5) years following annexation. The engineering estimates indicate the installation will include 2,300 feet of sewer line along with associated manholes, service connections, and other appurtenances necessary for the functionality of the system.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$456,000
Contingencies (25%)	\$114,021
Engineering (16%)	<u>\$ 72,951</u>
Project Total	\$642,973

Total estimated water and sewer cost for Area 2: \$910,860

Annexation Area 3 (Highway 49 North)

Water Improvements – Hattiesburg will install necessary infrastructure to extend fire protection water into Area 3 within five (5) years following the effective date of annexation. The engineering estimates indicate the installation will include over 18,000 feet of water line along with associated valves, fire hydrants, and other appurtenances necessary for the functionality of the system. No service connections are anticipated as the territory lies within the certificated area of Rawls Springs Utility District and said district currently provides retail water service to the area.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$1,410,000
Contingencies (25%)	\$ 352,443
Engineering (16%)	<u>\$ 225,554</u>
Project Total	\$1,987,997

Sewer Improvements – Hattiesburg will install necessary infrastructure to extend sanitary sewer services into Area 3 within five (5) years following annexation. The engineering estimates indicate the installation will include over 31,000 feet of sewer line along with associated manholes, pumps, service connections, and other appurtenances necessary for the functionality of the system. Although the area lies within the Rawls Springs Utility District, the District holds no certificate of public convenience and necessity⁸ nor does it provide sewer service within the annexation area.

The cost of this utility installation is estimated as follows:

Direct Construction Cost	\$4,294,000
Contingencies (25%)	\$1,073,701
Engineering (16%)	<u>\$ 686,960</u>
Project Total	\$6,054,661

Total estimated water and sewer cost for Area 3: \$8,042,657

The engineering cost estimates and corresponding utility maps are included as Appendix A.

Funding Water and Sewer Improvements for the Annexation Area

With respect to the water and sewer, Hattiesburg anticipates funding the extensions through the issuance of either a revenue bond or both a revenue and general obligation bond.

Assuming a 4.5% interest rate and a term of 20 years, the annual debt service on the respective utility installations would be approximately⁹ as follows:

Water (\$8,664,000 principal amount) - \$699,300 per year.

Sewer (\$15,045,000 principal amount) - \$1,214,300 per year.

To meet the debt service requirements, the City may increase utility rates, utilize existing margins within the water and sewer fund (if any), draw upon cash reserves and annual budgeting to aid in satisfying water and sewer installation costs.

⁸ Rawls Springs holds a certificate of public convenience and necessity for sewer service to certain areas within its utility district, but none of that territory lies within Hattiesburg's annexation area.

⁹ Approximate because long term bond payment usually varies somewhat from year to year.

PART 3. FINANCIAL ANALYSIS

Important financial information is provided in this section and is important for a variety of reasons. First, Hattiesburg's financial ability to provide services and make improvements in the proposed annexation areas is one of the *twelve indicia* utilized by the court to determine reasonableness. Second, it is entirely logical for a governing authority to know the financial impact of its commitment to provide services and improvements. This is particularly true when annexation improvements are contingent upon financial feasibility. Finally, because Hattiesburg's annexation will require the construction, staffing and equipping of a new fire station, along with other expenses, annexed citizens need to be assured the costs of servicing the annexation areas are manageable.

The City of Hattiesburg's financial structure is quite complex as a result of state laws and administrative preferences. Hattiesburg's financial structure consists of a multitude of accounts, or funds, designed to segregate revenues and expenses. For example, according to the FYE2020 Financial Statement, Hattiesburg maintains twelve (12) special revenue funds, twelve (12) debt service funds, and three (3) capital project funds, in addition to the general fund and water/sewer fund, and perhaps even other funds. Not all funds are impacted by annexation and therefore this analysis only examines, to the extent necessary, the funds that are impacted by annexation.

Set out in the tables that follow is the financial information related to Hattiesburg's funds that will be most directly impacted by annexation. Many of the city's funds will not be impacted, and therefore, it is not necessary to complicate this plan with those details. The funds that will be directly impacted by annexation include:

- General Fund – Accounts for many of the services offered by Hattiesburg, including police, a portion of fire, urban development, federal programs, metropolitan planning, city administration, city council and city clerk, a portion of street and right-of-way maintenance, street lighting, municipal elections, financial administration, building inspections, code enforcement, sanitation, pest and animal control, and multiple other services.
- Parks and Recreation Fund – Accounts for the activities of the parks and recreation department. This fund will be impacted not because of the small population of the proposed annexation areas, but because the parks and recreation department is responsible for beautification and maintenance of public rights-of-way.
- Municipal Fire Protection Fund – Accounts for a special revenue item paid to the city by the State of Mississippi (see Miss. Code Ann. 83-1-37) and utilized for fire protection purposes.
- Municipal Road and Bridge Fund – Accounts for the city's portion of county road and bridge tax revenues refunded to the city for road maintenance (see Miss. Code Ann. 65-15-21). Funds are expended for road maintenance purposes.
- Municipal Bond and Interest Fund – Accounts for the city's revenues which result from a specific tax levy for the purpose of paying principal and interest payments on municipal bonds. It also accounts for periodic bond payments. This fund is impacted by annexation in that annexed residents

will pay the related tax, and long-term bonds are anticipated to be utilized to pay for certain improvements in the annexation areas.

The City's water and sewer fund accounts for the revenues and expenditures associated with operations of the water and sewer enterprise. The water and sewer fund is quite different compared to other funds in that it is a business-type activity, meaning it is funded through user fees rather than tax dollars.

The commentary associated with this analysis is designed to provide the reader with insight regarding the significance of the data, and in some cases, reveal the methodological information. The commentary does not seek to fully explain the intricacies of governmental finance.

TABLE 1: Historical Assessed Valuation for the City of Hattiesburg (next page)

A city's assessed valuation is an important financial measure because it serves as one factor in the property tax equation, and property tax accounts for a substantial portion of Hattiesburg's operating revenues. As such, observing growth or decline in a city's assessed valuation can be an indicator of increasing or decreasing revenues, or an indicator of the necessity to adjust tax rates in order to produce desired income levels.

The passage of time has enabled the presentation of historical assessed valuation data for the area sought to be annexed. Data presented includes only the actual values for real and personal property, as other classes of property are estimates.

A five (5) year history of assessed valuation data is indicated in Table 1, which follows on the next page.

Table 1

City of Hattiesburg
HISTORICAL ASSESSED VALUATION

Existing City

	<u>2017 TAX ROLL</u>	<u>% of Total</u>	<u>2018 TAX ROLL</u>	<u>% of Total</u>	<u>2019 TAX ROLL</u>	<u>% of Total</u>	<u>2020 TAX ROLL</u>	<u>% of Total</u>	<u>2021 TAX ROLL</u>	<u>% of Total</u>	<u>AARC 2017-2021</u>
Realty	\$317,415,350	67.4%	\$319,524,859	66.6%	\$335,406,744	68.6%	\$335,374,023	66.8%	\$341,303,348	67.0%	1.8%
Personalty	91,266,312	19.4%	97,851,832	20.4%	91,247,306	18.7%	95,203,614	19.0%	90,979,337	17.9%	-0.1%
Auto	38,267,655	8.1%	37,902,752	7.9%	41,060,394	8.4%	44,757,613	8.9%	47,502,352	9.3%	5.6%
Public Utilities	24,019,463	5.1%	24,706,891	5.1%	21,433,453	4.4%	26,869,460	5.4%	29,898,627	5.9%	5.6%
SUB-TOTAL:	\$470,968,780		\$479,986,334		\$489,147,897		\$502,204,710		\$509,683,664		2.0%
Less Homestead Valuation	(13,962,490)		(18,219,994)		(22,538,071)		(19,071,611)		(23,874,154)		14.4%
TOTAL:	\$457,006,290		\$461,766,340		\$466,609,826		\$483,133,099		\$485,809,510		1.5%

Proposed Annexation Areas

	<u>2017 TAX ROLL</u>	<u>2018 TAX ROLL</u>	<u>2019 TAX ROLL</u>	<u>2020 TAX ROLL</u>	<u>2021 TAX ROLL</u>	<u>AARC 2017-2021</u>
Realty	\$9,480,624	\$10,157,471		\$11,222,775	\$11,495,036	4.9%
Personalty	2,336,591	2,279,297		2,654,751	2,363,726	0.3%
SUB-TOTAL:	\$11,817,215	\$12,436,768	DATA NOT CAPTURED	\$13,877,526	\$13,858,762	4.1%
Less Homestead Valuation	(65,505)	(79,028)		(78,976)	(102,368)	11.8%
TOTAL:	\$11,751,710	\$12,357,740		\$13,798,550	\$13,756,394	4.0%

NOTE: Ad valorem taxes are collected one year in arrears. FYE2022 collections are based on the 2021 tax roll (assessed valuation).

SOURCES: City - spreadsheets provided by the City of Hattiesburg's Administrative/Finance Department;
PAAs - Real property tabulated from Forrest & Lamar County tax rolls for years noted;
Personal property provided by Forrest & Lamar County tax assessors.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: December 28, 2021

TABLE 2: Projected Assessed Valuation for the City of Hattiesburg and the Proposed Annexation Areas (next page)

Table 2 contains not only projections for Hattiesburg's assessed valuation, but it also contains projections for the assessed valuation of Hattiesburg's annexation areas. From a projection standpoint, the two are dramatically different.

The existing City of Hattiesburg has a known assessed valuation history (Table 1) as it is a taxing unit and the county tax assessors assemble the data specifically based upon the city's geography. The annexation areas, on the other hand, are not geographic taxing units and the county assessors do not maintain assessed valuation specifically for the geography of the annexation areas. Thus, parcel by parcel analysis was necessary to arrive at a cumulative assessed valuation of real property for the proposed annexation areas. Knowing the specific business names within the annexation areas, the assessor's office provided personal property valuations. Auto and public utility valuations were estimated based upon the mix of property classes in Hattiesburg.

Hattiesburg's total assessed value has an overall growth rate of 2% per year for the last five (5) years, with each class of property having varying growth rates. Table 2 assumes each class of property will grow as it has in the past, except that personal property is held flat. The proposed annexation areas are projected to grow based upon the historical rate for real and personal property, with public utilities held flat and auto values grown at less than the rate for the City.

The projected assessed values for Hattiesburg, the proposed annexation areas, and the combined areas are indicated in Table 2, which follows on the next page.

Table 2
City of Hattiesburg
PROJECTED ASSESSED VALUES

	<u>2022 Tax Roll</u>	<u>2023 Tax Roll</u>	<u>2024 Tax Roll</u>	<u>2025 Tax Roll</u>	<u>2026 Tax Roll</u>
<u>PRESENTLY CONFIGURED CITY</u>					
Realty (less Homestead)	\$323,095,171	\$328,862,181	\$334,732,023	\$340,706,528	\$346,787,562
Personalty	90,979,337	90,979,337	90,979,337	90,979,337	90,979,337
Auto	50,114,981	52,871,305	55,779,227	58,847,085	62,083,674
Public Utilities	<u>31,543,051</u>	<u>33,277,919</u>	<u>35,108,205</u>	<u>37,039,156</u>	<u>39,076,310</u>
TOTAL:	\$495,732,541	\$505,990,743	\$516,598,792	\$527,572,106	\$538,926,883
<u>PROPOSED ANNEXATION AREAS</u>					
Realty (less Homestead)	\$12,058,293	\$12,649,149	\$13,268,957	\$13,919,136	\$14,601,174
Personalty	2,370,817	2,377,930	2,385,063	2,392,219	2,399,395
Auto	1,175,769	1,234,558	1,296,286	1,361,100	1,429,155
Public Utilities	<u>480,962</u>	<u>480,962</u>	<u>480,962</u>	<u>480,962</u>	<u>480,962</u>
	\$16,085,841	\$16,742,599	\$17,431,269	\$18,153,417	\$18,910,686
<u>RESULTANT CITY</u>					
Realty (less Homestead)	\$335,153,464	\$341,511,330	\$348,000,980	\$354,625,665	\$361,388,736
Personalty	93,350,154	93,357,267	93,364,400	93,371,556	93,378,732
Auto	51,290,751	54,105,863	57,075,513	60,208,185	63,512,829
Public Utilities	<u>32,024,013</u>	<u>33,758,881</u>	<u>35,589,167</u>	<u>37,520,118</u>	<u>39,557,272</u>
TOTAL:	\$511,818,382	\$522,733,341	\$534,030,061	\$545,725,523	\$557,837,569

Notes: Ad valorem taxes are collected one year in arrears. FYE2023 collections are based on the 2022 tax roll (assessed values).

Proposed Annexation Area "Realty" & "Personalty" assessed values are projected from 2021 Forrest County and Lamar County tax rolls.

Sources: City of Hattiesburg; Forrest County Tax Assessor;
Lamar County Tax Assessor; Bridge & Watson calculations

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: December 28, 2021

TABLE 3: Projected Limitations on General Obligation Debt

An important inquiry with respect to a municipality's financial health/strength is whether it has additional borrowing capacity. The Mississippi Legislature imposes limitations on the amount of indebtedness a municipality may incur relative to its assessed valuation (see Miss. Code Ann. 21-33-303). If a city has depleted its margin for additional debt, then its ability to finance capital projects through long term borrowing may be compromised.¹⁰ Hattiesburg is fortunate to have remaining significant margin for additional debt.

Table 3 projects that Hattiesburg will have \$27.6 million of bonding capacity (15% limitation) and \$59.8 million of bonding capacity (20% limitation) available to it by 2023, based on the presently configured city. Upon annexation, the assessed valuation of the annexed areas count in favor of the city's bonding capacity. For 2023 and forward, the annexation areas will add additional margin to Hattiesburg's bonding capacity.

For the presently configured city, the debt subject to limitation decreases as debt is retired. The resultant city indicates an increase in debt as a result of the two fire stations that would be constructed to serve the city and annexation areas. As time progresses, the City of Hattiesburg could issue debt for new capital projects, which would lower the city's remaining debt capacity.¹¹ Nonetheless, Hattiesburg presently enjoys substantial bonding capacity.

Table 3 appears on the following page.

¹⁰ Not all long-term forms of indebtedness are subject to the debt limitations imposed by MCA 21-33-303.

¹¹ This statement assumes new debt issues would be subject to the limitation requirements of MCA 21-33-303. The city could issue debt which is not subject to these limitations.

Table 3**City of Hattiesburg****PROJECTED LIMITATIONS ON GENERAL OBLIGATION DEBT**

<u>PRESENTLY CONFIGURED CITY</u>	<u>FYE2023</u>	<u>FYE2024</u>	<u>FYE2025</u>	<u>FYE2026</u>	<u>FYE2027</u>
Assessed Valuation	\$495,732,541	\$505,990,743	\$516,598,792	\$527,572,106	\$538,926,883
15% Limitation	74,359,881	75,898,611	77,489,819	79,135,816	80,839,032
Debt Subject to 15% Limitation	46,713,041	45,264,178	43,760,000	42,720,000	41,635,000
Remaining Capacity (15% Limitation)	\$27,646,840	\$30,634,433	\$33,729,819	\$36,415,816	\$39,204,032
20% Limitation	99,146,508	101,198,149	103,319,758	105,514,421	107,785,377
Debt Subject to 20% Limitation	39,267,000	35,480,000	31,390,000	27,254,000	25,920,000
Remaining Capacity (20% Limitation)	\$59,879,508	\$65,718,149	\$71,929,758	\$78,260,421	\$81,865,377
<u>RESULTANT CITY</u>					
Assessed Valuation	\$511,818,382	\$522,733,341	\$534,030,061	\$545,725,523	\$557,837,569
15% Limitation	76,772,757	78,410,001	80,104,509	81,858,828	83,675,635
Debt Subject to 15% Limitation ¹	49,213,041	47,684,178	46,100,000	44,975,000	43,800,000
Remaining Capacity (15% Limitation)	\$27,559,716	\$30,725,823	\$34,004,509	\$36,883,828	\$39,875,635
20% Limitation	102,363,676	104,546,668	106,806,012	109,145,105	111,567,514
Debt Subject to 20% Limitation ¹	39,267,000	35,480,000	31,390,000	27,254,000	25,920,000
Remaining Capacity (20% Limitation)	\$63,096,676	\$69,066,668	\$75,416,012	\$81,891,105	\$85,647,514

¹ Includes \$2,500,000 for fire station in PAA 1 (Hwy. 98W); funded by 20 year general obligation bonds at 4.50%.

NOTE: Debt Subject to 20% Limitation for Resultant City corrected on March 28, 2022.

SOURCES: Government Consultants, Inc.; City of Hattiesburg;
Demery Grubbs; Bridge & Watson, Inc.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: December 28, 2021

TABLE 4: Historical and Projected Retail Sales Tax Diversions

When a retailer is located within a municipality, the state pays (or diverts) to the municipality a portion of the sales tax collected from the retailer. Specifically, 18.5% of the 7% sales tax paid by the consumer is rebated to the city. Sales taxes do not increase because the retailer is in a municipality. Instead, the State of Mississippi gives up a small portion of its collections.¹²

Called retail sales tax diversions, the revenue resulting from retail sales is significant to a municipality. Just as property taxes are significant, retail sales tax diversions make up nearly half of Hattiesburg's general fund collections. Fortunately, Hattiesburg has enjoyed increasing sales tax revenues, but retail establishments are moving west along Highway 98. Hattiesburg sales tax collections are projected to continue to grow at only 1% per year, despite the most recent 5-year trend indicating 3.3% annual growth.

Retail sales data for the annexation areas lies strictly in the domain of the Mississippi Department of Revenue. By submitting a list of businesses within the annexation areas, the Department of Revenue provides retail sales data, including the would-be diversion to the city, for those businesses. Over the life of this annexation effort, the several years of data that have been collected indicate significant sales trends, likely driven by the rapid level of development in the area. Retail sales tax diversion revenues from the proposed annexation area are projected to grow at a modest rate of 3.8% per year.

Table 4 appears on the following page.

¹² In other words, annexation does not result in any additional sales taxes paid by the consumer or retailer.

Table 4

City of Hattiesburg
HISTORICAL RETAIL SALES TAX DIVERSIONS

	<u>FYE2017</u>	<u>FYE2018</u>	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021</u>
Revenue to City ¹	\$22,408,645	\$22,685,867	\$22,753,938	\$22,517,049	\$25,516,272

PROJECTED RETAIL SALES TAX DIVERSIONS

	<u>FYE2023</u>	<u>FYE2024</u>	<u>FYE2025</u>	<u>FYE2026</u>	<u>FYE2027</u>
Revenue Generated from Existing City	\$26,029,149	\$26,289,441	\$26,552,335	\$26,817,858	\$27,086,037
Revenue Generated from Proposed Annexation Areas ²	\$782,273	\$811,669	\$842,389	\$874,490	\$908,036
Resultant City Revenue	\$26,811,422	\$27,101,110	\$27,394,724	\$27,692,349	\$27,994,073

¹ Hattiesburg's financial statements/reports for FYE2017 thru FYE2020; Unaudited, year-end reports for FYE2021.

² Projected from Mississippi Dept. of Revenue data for businesses in the PAAs.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: December 28, 2021

- TABLE 5: Historical Revenues and Expenditures for the City of Hattiesburg – General Fund
- TABLE 6: Historical Revenues and Expenditures for the City of Hattiesburg – Municipal Fire Protection Fund
- TABLE 7: Historical Revenues and Expenditures for the City of Hattiesburg – Municipal Road and Bridge Fund
- TABLE 8: Historical Revenues and Expenditures for the City of Hattiesburg – Parks and Recreation Fund

Examination of historical revenues and expenditures provides insight with regard to Hattiesburg’s financial health. This information demonstrates the magnitude of the city’s finances as well as the fund balances. Multiple tables on the following pages demonstrate the history of the general fund, municipal fire protection fund, the municipal road and bridge fund, and the parks and recreation fund. Each of these funds will be impacted by annexation.

Data for these tables is taken from two sources. First, Hattiesburg’s Comprehensive Annual Financial Statements (CAFR) are utilized through fiscal year ending 2020, as this is the most recent CAFR available at the time of this writing. Next, internal financial reports demonstrating the actual (as opposed to budgeted) financial activity for city funds were utilized as noted on the following tables.

Tables 5 thru 8 appear on the following pages.

Table 5

City of Hattiesburg

GENERAL FUND

HISTORICAL REVENUES AND EXPENDITURES

	FYE2016	FYE2017	FYE2018	FYE2019	FYE2020	Unaudited FYE2021
Revenues						
General property taxes	\$14,988,854	\$14,752,256	\$17,000,696	\$18,709,716	\$19,314,631	
Sales tax collections	21,862,011	22,408,645	22,685,867	22,753,938	22,517,049	
Other taxes	31,982	34,769	35,819	38,727	20,868	
Licenses and permits	4,098,361	4,035,805	4,128,281	4,199,022	3,977,940	
Fines, forfeitures and penalties	1,527,501	1,182,893	1,143,110	807,861	851,427	DATA NOT COMPILED
Interest, rents and concessions	90,494	148,440	173,802	199,560	286,473	
Intergovernmental	2,056,012	4,212,489	944,111	1,405,375	313,867	
Charges for services	2,344,156	2,357,915	2,421,915	2,491,802	2,546,108	
Other revenues	731,569	742,044	620,429	632,012	1,921,378	
Total revenues	47,730,940	49,875,256	49,154,030	51,238,013	51,749,741	55,914,023
Expenditures						
Current:						
General government	9,155,681	9,232,396	9,153,798	8,761,886	8,632,566	
Public safety	20,325,723	21,273,366	21,518,444	23,609,025	22,881,291	
Public services	11,808,901	14,200,838	11,280,865	12,388,139	12,399,697	
Other services	1,674,014	1,499,740	1,528,924	1,469,290	1,394,347	
Human/social assistance	191,933	209,880	186,920	204,000	160,000	DATA NOT COMPILED
Economic development	230,000	255,000	305,000	320,747	467,279	
Capital outlay	ABOVE IN DIVISION	96,618	SHOWN ABOVE IN DIVISION TOTALS			
Debt service:						
Principal payments	1,047,853	590,646	1,069,600	939,448	2,117,283	
Interest and fiscal charges	79,837	590,613	471,178	443,841	419,474	
Total expenditures	44,513,942	47,949,097	45,514,729	48,136,376	48,471,937	48,497,691
Excess (deficiency) of revenues over (under) expenditures	3,216,998	1,926,159	3,639,301	3,101,637	3,277,804	7,416,333
Other Financing Sources (Uses)						
Proceeds from long term debt	0	0	0	607,000	0	
Proceeds from sale of capital asset	0	2,362	4,529	49,277	2,045	
Compensation for loss of capital assets	0	1,454,243	108,863	275,365	0	DATA NOT COMPILED
Transfers in	0	401,299	575,162	79	500,000	
Transfers out	(3,631,543)	(3,460,000)	(4,517,890)	(3,937,168)	(4,143,150)	
Other sources	3,154,329	49,204	57,083	63,691	75,994	
Total Other Financing Sources (Uses)	(477,214)	(1,552,892)	(3,772,253)	(2,941,756)	(3,565,111)	(2,897,321)
Net Change in Fund Balance	2,739,784	373,267	(132,952)	159,881	(287,307)	4,519,012
Fund balance - beginning of year	7,712,753	10,452,537	10,825,804	10,463,374	12,247,508	11,960,201
Prior period adjustment	0	0	(229,478)	1,624,253	0	0
Fund balance - end of year	\$10,452,537	\$10,825,804	\$10,463,374	\$12,247,508	\$11,960,201	\$16,479,213
BALANCE as a % of TOTAL EXPENDITURES	23.5%	22.6%	23.0%	25.4%	24.7%	34.0%

SOURCES: Hattiesburg's financial statements/reports for FYE2016 thru FYE2020;
Unaudited, year-end report for FYE2021.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: December 28, 2021

Table 6
City of Hattiesburg Select Special Revenue Funds
MUNICIPAL FIRE PROTECTION FUND
HISTORICAL REVENUES AND EXPENDITURES

	<u>FYE2016</u>	<u>FYE2017</u>	<u>FYE2018</u>	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021</u>
Revenues						
Fines, forfeitures and penalties	\$177	\$300	\$663	\$429	\$609	\$0
Interest, rents and concessions	2,059	6,556	4,437	3,299	2,257	2,838
Intergovernmental	294,952	257,495	262,518	271,433	277,444	0
Charges for services	191,304	95,652	95,652	95,652	95,652	95,652
Other revenues	787,954	0	444,291	0	0	0
Total revenues	<u>1,276,446</u>	<u>360,003</u>	<u>807,562</u>	<u>370,813</u>	<u>375,962</u>	<u>98,490</u>
Expenditures						
Current:						
Public safety	972,188	134,402	746,016	217,151	99,995	86,442
Debt service:						70,039
Principal payments	176,757	353,048	350,755	256,329	239,497	-
Interest and fiscal charges	11,710	15,568	12,526	16,075	10,693	-
Total expenditures	<u>1,160,655</u>	<u>503,018</u>	<u>1,109,297</u>	<u>489,555</u>	<u>350,185</u>	<u>156,481</u>
Excess (deficiency) of revenues over (under) expenditures	115,791	(143,015)	(301,735)	(118,742)	25,777	(57,991)
Fund balance - beginning of year	<u>803,045</u>	<u>910,048</u>	<u>767,033</u>	<u>465,298</u>	<u>346,556</u>	<u>372,333</u>
Fund balance - end of year	<u>\$918,836</u>	<u>\$767,033</u>	<u>\$465,298</u>	<u>\$346,556</u>	<u>\$372,333</u>	<u>\$314,342</u>

SOURCES: Unaudited, year-end reports for years noted.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: December 28, 2021

Table 7
City of Hattiesburg Select Special Revenue Funds
MUNICIPAL ROAD AND BRIDGE FUND
HISTORICAL REVENUES AND EXPENDITURES

	<u>FYE2016</u>	<u>FYE2017</u>	<u>FYE2018</u>	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021</u>
Revenues						
Interest, rents and concessions	\$0	\$6,408	\$293	\$3,416	\$9,501	\$3,453
Intergovernmental	3,654,311	2,167,022	1,977,061	4,120,686	2,212,718	2,584,365
Charges for services	0	0	0	0	0	0
Other revenues	37,500	65,014	0	126,500	170,000	0
Total revenues	<u>3,691,811</u>	<u>2,238,444</u>	<u>1,977,354</u>	<u>4,250,602</u>	<u>2,392,219</u>	<u>2,587,819</u>
Expenditures						
Current:						
Public services	2,925,917	3,487,932	4,228,946	2,230,700	3,908,154	4,036,353
Debt service:						0
Principal payments	116,069	0	0	0	0	-
Interest and fiscal charges	2,181	0	0	0	0	-
Total expenditures	<u>3,044,167</u>	<u>3,487,932</u>	<u>4,228,946</u>	<u>2,230,700</u>	<u>3,908,154</u>	<u>4,036,353</u>
Excess (deficiency) of revenues over (under) expenditures	647,644	(1,249,488)	(2,251,592)	2,019,902	(1,515,935)	(1,448,534)
Other Financing Sources (Uses)						
Transfers in	0	0	1,117,890	270,000	493,000	0
Other sources	0	81,040	0	0	0	0
Total Other Financing Sources (Uses)	<u>0</u>	<u>81,040</u>	<u>1,117,890</u>	<u>270,000</u>	<u>493,000</u>	<u>0</u>
Net Change in Fund Balance	647,644	(1,168,448)	(1,133,702)	2,289,902	(1,022,935)	(1,448,534)
Fund balance - beginning of year	<u>1,880,425</u>	<u>2,528,069</u>	<u>1,359,621</u>	<u>225,919</u>	<u>2,515,821</u>	<u>1,492,886</u>
Fund balance - end of year	<u>\$2,528,069</u>	<u>\$1,359,621</u>	<u>\$225,919</u>	<u>\$2,515,821</u>	<u>\$1,492,886</u>	<u>\$44,352</u>

SOURCES: Unaudited, year-end reports for years noted.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: December 28, 2021

Table 8
City of Hattiesburg Select Special Revenue Funds
PARKS AND RECREATION FUND
HISTORICAL REVENUES AND EXPENDITURES

	<u>FYE2016</u>	<u>FYE2017</u>	<u>FYE2018</u>	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021</u>
Revenues						
General property taxes	\$872,805	\$903,096	\$920,313	\$911,275	\$972,581	\$980,499
Interest, rents and concessions	699	1,003	1,207	3,874	24,559	15,649
Intergovernmental	0	0	12,500	0	1,000	0
Charges for services	48,761	49,603	51,116	48,392	19,042	38,435
Other revenues	67,358	16,721	500	162,423	0	0
Total revenues	<u>989,623</u>	<u>970,423</u>	<u>985,636</u>	<u>1,125,964</u>	<u>1,017,182</u>	<u>1,034,583</u>
Expenditures						
Current:						
Culture and recreation	<u>2,941,383</u>	<u>3,174,736</u>	<u>3,158,281</u>	<u>3,704,171</u>	<u>2,928,883</u>	<u>3,101,375</u>
Total expenditures	<u>2,941,383</u>	<u>3,174,736</u>	<u>3,158,281</u>	<u>3,704,171</u>	<u>2,928,883</u>	<u>3,101,375</u>
Excess (deficiency) of revenues over (under) expenditures	(1,951,760)	(2,204,313)	(2,172,645)	(2,578,207)	(1,911,701)	(2,066,792)
Other Financing Sources (Uses)						
Transfers in	2,270,000	2,240,000	2,570,000	2,600,000	2,117,000	1,595,000
Other	0	2,092	165	0	0	0
Total Other Financing Sources (Uses)	<u>2,270,000</u>	<u>2,242,092</u>	<u>2,570,165</u>	<u>2,600,000</u>	<u>2,117,000</u>	<u>1,595,000</u>
Net Change in Fund Balance	318,240	37,779	397,520	21,793	205,299	(471,792)
Fund balance - beginning of year	<u>225,016</u>	<u>543,256</u>	<u>581,035</u>	<u>978,555</u>	<u>1,000,348</u>	<u>1,205,647</u>
Fund balance - end of year	<u>\$543,256</u>	<u>\$581,035</u>	<u>\$978,555</u>	<u>\$1,000,348</u>	<u>\$1,205,647</u>	<u>\$733,855</u>

SOURCES: Unaudited, year-end reports for years noted.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: December 28, 2021

TABLE 9: Summary of Fund Balances

Perhaps a simplistic way to collectively view tables 5 through 8 is to simply summarize the fund balances. Table 9 repeats the fund balances and then sums them, providing an indication of Hattiesburg's financial strength across each of the funds. It is important to note, however, that fund balances do not equate into cash on hand as they are the product of accrual based accounting.

Table 9 appears on the following page.

Table 9

City of Hattiesburg
SUMMARY OF FUND BALANCES

	<u>FYE2016</u>	<u>FYE2017</u>	<u>FYE2018</u>	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021</u>
<u>General Fund</u>						
Fund balance - beginning of year	\$7,712,753	\$10,452,537	\$10,825,804	\$10,463,374	\$12,247,508	\$11,960,201
Fund balance - end of year	\$10,452,537	\$10,825,804	\$10,463,374	\$12,247,508	\$11,960,201	\$16,479,213
<u>Municipal Fire Protection</u>						
Fund balance - beginning of year	\$803,045	\$910,048	\$767,033	\$465,298	\$346,556	\$372,333
Fund balance - end of year	\$918,836	\$767,033	\$465,298	\$346,556	\$372,333	\$314,342
<u>Municipal Road & Bridge</u>						
Fund balance - beginning of year	\$1,880,425	\$2,528,069	\$1,359,621	\$225,919	\$2,515,821	\$1,492,886
Fund balance - end of year	\$2,528,069	\$1,359,621	\$225,919	\$2,515,821	\$1,492,886	\$44,352
<u>Parks & Recreation</u>						
Fund balance - beginning of year	\$225,016	\$543,256	\$581,035	\$978,555	\$1,000,348	\$1,205,647
Fund balance - end of year	\$543,256	\$581,035	\$978,555	\$1,000,348	\$1,205,647	\$733,855
<u>Summary</u>						
Fund balance - beginning of year	\$10,621,239	\$14,433,910	\$13,533,493	\$12,133,146	\$16,110,233	\$15,031,067
Fund balance - end of year	\$14,442,698	\$13,533,493	\$12,133,146	\$16,110,233	\$15,031,067	\$17,571,762

SOURCES: General Fund - Audits for FYE2015-FYE2020; unaudited, year-end report for FYE2021.
All other funds - Unaudited, year-end reports for years noted.

PREPARED BY: Bridge & Watson, Inc.
DATE PREPARED: December 28, 2021

TABLE 10: Projected Revenues and Expenditures from the Proposed Annexation Areas

The annexation areas will generate a certain amount of revenue and require the expenditure of monies in order to deliver needed services and improvements. Table 10 isolates the financial impact of annexation with respect to the general fund, municipal fire protection fund, the municipal road and bridge fund, and the parks and recreation fund.

Table 10 provides a projection of the estimated revenues expected to be generated by the annexation areas. Ad valorem tax collections increase at the same rate as the assessed valuation grows, and sales tax collections grow at 3.8%. Within a short period following a successful annexation, municipal taxes will apply to the territory, sales tax diversions will begin, the city police department will immediately deliver services to annexed areas, which will result in revenue producing citations, and other revenues will begin as well.

Some of the more insignificant amounts of revenue have not been computed for the annexation areas¹³ and in some cases revenues are computed to remain flat (no growth over the projection period). One very significant assumption associated with this table is that Hattiesburg's millage rate remains the same over the projection period.

Table 10 also computes the expenditures associated with annexation, except for water and sewer expenses. The computed expenses result from the various departmental needs (personnel and equipment) as identified earlier in this plan and it also incorporates the departmental operating expenses. Expenses are grown at an inflationary rate to account for the inevitable increase in the cost of doing business.

Table 10 is the best possible representation of how annexation will impact Hattiesburg's general fund, municipal fire protection fund, the municipal road and bridge fund, and the parks and recreation fund.

One final note regarding the expenditures shown on Table 10. The expenditure item "Capital Outlay" represents a minimum funding level the city wishes to allocate to future improvements specifically within the annexation area. Although such improvements have not yet been identified, many options exist including, but not limited to, enhanced street lighting, further beautification, street reconstruction, drainage improvements, and many others. Through the adoption of this plan, the city commits to reserve at least \$100,000 per year for this purpose.

Table 10 appears on the following page.

¹³ One example of this would be the fire insurance rebate revenues, which are distributed to municipalities pursuant to Miss Code Ann 83-1-37.

Table 10

City of Hattiesburg

PROJECTED REVENUES AND EXPENDITURES - PROPOSED ANNEXATION AREAS

	<u>FYE2023</u>	<u>FYE2024</u>	<u>FYE2025</u>	<u>FYE2026</u>	<u>FYE2027</u>
Revenues					
General property taxes (general fund, 40.82 mills)	\$608,744	\$633,454	\$659,363	\$686,531	\$715,019
General property taxes (parks & rec. fund, 2.00 mills)	29,826	31,036	32,306	33,637	35,033
General property taxes (bonds & int. fund, 5.00 mills)	74,564	77,591	80,765	84,092	87,582
Sales tax collections	782,273	811,669	842,389	874,490	908,036
Licenses and permits	31,961	31,961	31,961	31,961	31,961
Fines, forfeitures and penalties	8,020	8,020	8,020	8,020	8,020
Intergovernmental (general fund)	4,229	4,229	4,229	4,229	4,229
Intergovernmental (road & bridge fund)	88,361	91,968	95,751	99,718	103,878
Charges for services (sanitation)	8,772	8,772	8,772	8,772	8,772
Other revenues (penalties & int. on delinq. taxes)	0	17,338	18,046	18,789	19,567
Total revenues	<u>1,636,750</u>	<u>1,716,039</u>	<u>1,781,602</u>	<u>1,850,239</u>	<u>1,922,097</u>
Expenditures					
Current:					
General government	107,328	61,041	52,547	54,097	55,693
Public safety	172,350	1,008,406	1,026,088	1,049,386	1,073,294
Public services	368,882	236,217	243,185	250,359	257,745
Other services	2,429	2,501	2,575	2,650	2,729
Culture and recreation	188,880	104,948	108,044	111,231	114,512
Capital outlay	100,000	100,000	100,000	100,000	100,000
Total expenditures	<u>939,870</u>	<u>1,513,112</u>	<u>1,532,438</u>	<u>1,567,723</u>	<u>1,603,972</u>
Excess (deficiency) of revenues over (under) expenditures	696,880	202,928	249,164	282,516	318,125
Other Financing Sources (Uses)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Change in Fund Balance	696,880	202,928	249,164	282,516	318,125
Fund balance - beginning of year	0	696,880	899,807	1,148,971	1,431,487
Prior period adjustment	0	0	0	0	0
Fund balance - end of year	<u>\$696,880</u>	<u>\$899,807</u>	<u>\$1,148,971</u>	<u>\$1,431,487</u>	<u>\$1,749,612</u>

SOURCES: City of Hattiesburg; Bridge & Watson, Inc.

PREPARED BY: Bridge & Watson, Inc.

DATE PREPARED: December 28, 2021

APPENDIX A

**ENGINEERING WATER AND SEWER DETAILED
COST ESTIMATES AND MAPS**

2016 Hattiesburg Annexation

Preliminary Opinion of Probable Costs		Project No.: 1268	Date: December 8, 2021
Sewer			
PAA 1	Highway 98 West		\$ 5,920,000
PAA 2	Windlass Drive		\$ 456,000
PAA 3	Highway 49 North		\$ 4,294,000
		Project Subtotal	\$ 10,670,000
		Contingencies	\$ 2,668,000
		Engineering	\$ 1,707,000
		Project Total	\$ 15,045,000

Preliminary Opinion of Probable Costs		Project No.: 1268	Date: December 8, 2021
Water			
PAA 1	Highway 98 West		\$ 4,545,000
PAA 2	Windlass Drive		\$ 190,000
PAA 3	Highway 49 North		\$ 1,410,000
		Project Subtotal	\$ 6,145,000
		Contingencies	\$ 1,536,000
		Engineering	\$ 983,000
		Project Total	\$ 8,664,000

Note: 1. Revised with removal of Cooperative Energy on Highway 42 and adjusted unit prices based on current bidding
 2. Revised with addition of elevated storage tank on Hwy 42 and 20 inch water line

Preliminary Opinion of Probable Costs			Project No.: 1268		Date: December 8, 2021	
Highway 98 West						
Summary of Quantities (Sewer)						
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
1	8" PVC Sewer, SDR 26 (All Depths)	23,660	Lin. Ft.	\$ 165	\$ 3,903,900	
2	4" PVC Sewer, Force Main, SDR 26 (All Depths)	16,600	Lin. Ft.	\$ 25	\$ 415,000	
3	Road Bores, All Sizes	1,940	Lin. Ft.	\$ 290	\$ 562,600	
4	48" Diameter Precast Concrete Manhole (All Depths)	73	Each	\$ 4,600	\$ 335,800	
5	80 gpm Lift Station, Complete in Place	2	Each	\$ 287,500	\$ 575,000	
6	Gravity Sewer Service Connection	111	Each	\$ 1,150	\$ 127,700	
			Subtotal PAA-1 (Sewer)		\$5,920,000.00	

Preliminary Opinion of Probable Costs			Project No.: 1268		Date: December 8, 2021	
Windlass Drive						
Summary of Quantities (Sewer)						
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
1	8" PVC Sewer, SDR 26 (All Depths)	2,300	Lin. Ft.	\$ 165	\$ 379,500	
2	Road Bores, All Sizes	50	Lin. Ft.	\$ 290	\$ 14,500	
3	48" Diameter Precast Concrete Manhole (All Depths)	9	Each	\$ 4,600	\$ 41,400	
4	Gravity Sewer Service Connection	18	Each	\$ 1,150	\$ 20,700	
			Subtotal PAA-2 (Sewer)		\$ 456,000	

Preliminary Opinion of Probable Costs			Project No.: 1268		Date: December 8, 2021	
Highway 49 North						
Summary of Quantities (Sewer)						
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
1	8" PVC Sewer, SDR 26 (All Depths)	15,100	Lin. Ft.	\$ 165	\$ 2,491,500	
2	1½" PVC Sewer, Force Main, SDR 26 (All Depths)	6,900	Lin. Ft.	\$ 20	\$ 138,000	
3	4" PVC Sewer, Force Main, SDR 26 (All Depths)	9,300	Lin. Ft.	\$ 25	\$ 232,500	
4	Road Bores, All Sizes	600	Lin. Ft.	\$ 290	\$ 174,000	
5	48" Diameter Precast Concrete Manhole (All Depths)	44	Each	\$ 4,600	\$ 202,400	
6	80 gpm Lift Station, Complete in Place	2	Each	\$ 287,500	\$ 575,000	
7	120 gpm Lift Station, Complete in Place	1	Each	\$ 345,000	\$ 345,000	
8	Gravity Sewer Service Connection	28	Each	\$ 1,150	\$ 32,200	
9	Grinder Pump Sewer Service Connection	6	Each	\$ 17,250	\$ 103,500	
			Subtotal PAA-3 (Sewer)		\$ 4,294,000	

Preliminary Opinion of Probable Costs			Project No.: 1268		Date: December 8, 2021	
Highway 98 West						
Summary of Quantities (Water)						
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
1	6" Ductile Iron Water Line	2,000	Lin. Ft.	\$ 55	\$ 110,000	
2	12" Ductile Iron Water Line	28,350	Lin. Ft.	\$ 75	\$ 2,126,300	
3	20" Ductile Iron Water Line	950	Lin. Ft.	\$ 115	\$ 109,300	
4	Road Bores, All Sizes	1,700	Lin. Ft.	\$ 175	\$ 297,500	
5	6" Gate Valve	4	Each	\$ 1,150	\$ 4,600	
6	12" Gate Valve	20	Each	\$ 2,300	\$ 46,000	
7	20" Gate Valve	3	Each	\$ 5,750	\$ 17,300	
8	Fire Hydrant w/ Appurtenances	27	Each	\$ 4,025	\$ 108,700	
9	500,000 Gallon Elevated Storage Tank	1	Each	\$ 1,725,000	\$ 1,725,000	
			Subtotal PAA-1 (Water)		\$ 4,545,000	

Preliminary Opinion of Probable Costs			Project No.: 1268		Date: December 8, 2021	
Windlass Drive						
Summary of Quantities (Water)						
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
1	6" Ductile Iron Water Line	3,000	Lin. Ft.	\$ 55	\$ 165,000	
2	12" Ductile Iron Water Line	-	Lin. Ft.	\$ 75	\$ -	
3	Road Bores, All Sizes	50	Lin. Ft.	\$ 175	\$ 8,750	
4	6" Gate Valve	4	Each	\$ 1,150	\$ 4,600	
5	12" Gate Valve	-	Each	\$ 2,300	\$ -	
6	Fire Hydrant w/ Appurtenances	3	Each	\$ 4,025	\$ 12,075	
			Subtotal PAA-2 (Water)		\$ 190,000	

Preliminary Opinion of Probable Costs			Project No.: 1268		Date: December 8, 2021	
Highway 49 North						
Summary of Quantities (Water)						
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
1	6" Ductile Iron Water Line	6,900	Lin. Ft.	\$ 55	\$ 379,500	
2	12" Ductile Iron Water Line	11,300	Lin. Ft.	\$ 75	\$ 847,500	
3	Road Bores, All Sizes	400	Lin. Ft.	\$ 175	\$ 70,000	
4	6" Gate Valve	3	Each	\$ 1,150	\$ 3,450	
5	12" Gate Valve	9	Each	\$ 2,300	\$ 20,700	
6	Fire Hydrant w/ Appurtenances	22	Each	\$ 4,025	\$ 88,550	
			Subtotal PAA-3 (Water)		\$1,410,000.00	

City of Hattiesburg Proposed Annexation Water Utility Map PAA 1: Highway 98 West



1 inch = 1,667 feet

Legend

Annexation Area

City Boundary 2015

Existing Water Valves

Existing Fire Hydrants

Existing Water Mains

Utility Points

Proposed 500,000 Gallon Elevated Tank

Proposed Fire Hydrant

Proposed Water Valve

Utility Mains

Proposed 6" Ductile Iron Water Main

Proposed 12" Ductile Iron Water Main

Proposed 20" Ductile Iron Water Main

City of Hattiesburg Proposed Annexation Water Utility Map PAA 2: Windlass Drive



1 inch = 167 feet

Legend

- Annexation Area
- City Boundary 2015

- Existing Water Valves
- Existing Fire Hydrants

Existing Water Mains

Utility Points

- Proposed Fire Hydrant
- Proposed Water Valve

Utility Mains

- Proposed 6" Ductile Iron Water Main
- Proposed 12" Ductile Iron Water Main

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

3

1 inch = 1,293 feet

Legend

- Annexation Area
- City Boundary 2015

- Existing Water Valves
- Existing Fire Hydrants
- Existing Water Mains

Utility Points

- Existing Hyd
- Water Valve

Utility Mains

- Proposed 6" Ductile Iron Water Main
- Proposed 12" Ductile Iron Water Main

City of Hattiesburg Proposed Annexation
Water Utility Map
PAA 3: Highway 49 North

City of Hattiesburg Proposed Annexation Sewer Utility Map PAA 1: Highway 98 West



1 inch = 1,667 feet

Legend

Annexation Area

City Boundary 2015

Existing Sewer Manholes

Existing Sewer Gravity Mains

Force Main

Proposed 4" PVC Sewer Force Main

Utility Points

Proposed Lift Station

Proposed Sewer Manhole

Utility Mains

Proposed 8" PVC Sewer Gravity Main

City of Hattiesburg Proposed Annexation Sewer Utility Map PAA 2: Windlass Drive



1 inch = 167 feet

Legend

-  Annexation Area
-  City Boundary 2015

-  Existing Sewer Gravity Mains
-  Existing Sewer Manholes

- Utility Points**
-  Proposed Lift Station
 -  Proposed Sewer Manhole

- Utility Mains**
-  Proposed 8" PVC Sewer Gravity Main

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

3

1 inch = 1,293 feet

Legend

- Annexation Area
- City Boundary 2015
- Existing Sanitary Sewer Manholes
- Existing Sewer Gravity Mains

Force Mains

- Proposed 1.5" Sewer Force Main
- Proposed 4" Sewer Force Main

Utility Points

- Proposed Lift Station
- Proposed Sewer Manhole
- Proposed Grinder Pump

Utility Mains

- Proposed 8" PVC Sewer Gravity Main

City of Hattiesburg Proposed Annexation
Sewer Utility Map
PAA 3: Highway 49 North

There came on for consideration at a duly called meeting of the Mayor and members of the City Council of the City of Hattiesburg, Mississippi, held on the **5th day of April, 2022**, the following Resolution:

RESOLUTION NUMBER 2022-

**RESOLUTION AMENDING SERVICES AND FACILITIES PLAN
FOR ANNEXATION AREAS**

WHEREAS, the City of Hattiesburg has heretofore adopted an ordinance enlarging and extending its corporate boundaries into portions of Lamar and Forrest County, Mississippi; and,

WHEREAS, the ratification of said annexation ordinance is now pending before the Chancery Court of Lamar County in consolidated cause numbers 18CH1:16-CV-00383-W and 37CH1:16-CV-00224-S; and,

WHEREAS, by Resolution Number 2019-161 adopted April 26, 2019 the City of Hattiesburg adopted a *Services and Facilities Plan* which defined with greater specificity its commitment that residents and property owners of areas sought to be annexed will receive something of value in return for their tax dollars, consistent with the Mississippi Supreme Court's holding *In the Matter of the Extension of the Boundaries of the City of Columbus* 644 So 2d 1168, 1172 (Miss. 1994); and,

WHEREAS, by Resolution Number 2019-258 adopted August 20, 2019 the City of Hattiesburg amended its adopted *Services and Facilities Plan* to reflect certain changes in state law together with changed conditions due to the passage of time; and,

WHEREAS, although the annexation ordinance now pending in this matter cedes authority to apply zoning and subdivision regulations to certain areas sought to be annexed, in accordance with the provisions of the now expired Miss Code Ann. 21-1-27 (2) and 21-1-27(3) Hattiesburg commits to applying its zoning and subdivision regulations to the entirety of the areas sought to be annexed to the extent legally possible; and,

WHEREAS, the COVID-19 pandemic has caused delay in this matter and with the passage of time and further study of the pending annexation it is desirable to update and modify the adopted *Amended Services and Facilities Plan*.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF HATTIESBURG, MISSISSIPPI, that,

1. The plan attached hereto and titled *Second Amended Services and Facilities Plan* is hereby adopted as the City's plan and commitment to deliver municipal services and

improvements to the proposed annexation areas within the time frame specified within said plan.

2. The *Second Amended Services and Facilities Plan* sets forth the minimum standards for the delivery of municipal services and improvements to the proposed annexation areas. That, upon a showing of additional needs or changed conditions or circumstances, the City of Hattiesburg commits to providing additional personnel, equipment, funding and other resources to deliver municipal services and provide municipal improvements to the proposed annexation areas.
3. The municipal services shall be rendered to the annexed areas beginning immediately upon the finalization of this matter and the annexation becoming effective as a matter of law.
4. The municipal improvements, including water and sanitary sewer extensions, shall be completed within a period not to exceed five (5) years from and after the effective date of this annexation. The City of Hattiesburg recognizes its ordinance of annexation as adopted in this matter contains a lengthier time period to make improvements but nonetheless the city commits to the shorter time period for improvements as herein stated.
5. The commitment for municipal improvements to be completed within five (5) years from and after the effective date of this annexation is a good faith commitment made in anticipation that such improvements will not be delayed by war, natural disasters, legal impediments, or other circumstances which are beyond the control of the City of Hattiesburg.

The foregoing Resolution, after having first been reduced to writing, was introduced by

Councilmember _____, seconded by Councilmember _____

_____, and was adopted by the following, to wit;

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of April A.D., 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the 5th day of April A.D., 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, April 5, 2022

Re: Approve Agreement between City of Hattiesburg and Doleac Electric Company, Inc., to provide generator maintenance professional services.
File Number: 2022-242
Minute Book #

Summary

Approve Agreement between City of Hattiesburg and Doleac Electric Company, Inc., to provide generator maintenance professional services.

Recommendation Statement

I recommend that this item be added to the agenda for consideration.

Please place this on the April 5, 2022 City Council meeting for consideration.



doleac electric company, inc.

March 10, 2022

City of Hattiesburg Mississippi
200 Forrest St.
Hattiesburg, MS

Attention: Ann Jones
Chief Administrative Officer

RE: City of Hattiesburg
Generator Maintenance

Doleac Electric Company, Inc. is pleased to offer the following proposal for the above listed project. Please note this work is to be performed on the 56 City owned Generators. Please see Attachment A for a list of City owned Generators that are included in this proposal.

Annual Generator Maintenance to include the following scope of work:

1. Acknowledgement of all unit information (i.e. KW size, model and serial numbers)
2. Lube, oil and filter change once per year
3. Fuel filter change once per year
4. Clean or replace air filters once per year
5. Coolant level check and top off once per year
6. Inspect belts once per year (note any wear with pricing to replace)
7. Inspect block heater for proper function
8. Inspect air intakes and exhaust (note any deficiencies)
9. Drain exhaust condensation if needed
10. Inspect muffler (note and deficiencies)
11. Check battery charger for proper output voltage (note deficiencies)
12. Inspect batteries and fluid level
13. Perform emergency system check without load transfer (if allowed provide full transfer)
14. Check generator outputs (i.e. voltage, frequency adjust as needed)
15. Confirm transfer switch operations and accessories
16. Inspect and check alternator output
17. Inspect all gauges on the unit (note any deficiencies)
18. Test emergency shut down on unit
19. Check fuel levels at unit (note any lower fuel issues)
20. Visually inspect fuel lines
21. Provide a field report and report all deficiencies

Total Proposed Price for Annual Generator Maintenance: \$59,645.00

Additional Charge for Semi-annual (second trip) to include the following scope of work:

1. Return trip
2. Check fluid levels and top off if needed
3. Check unit manually start
4. Check output on unit (i.e. voltage, frequency adjust if needed)
5. Check battery charging system (note deficiencies)
6. Visually inspect transfer switch

1120 finlo drive • p. o. box 1936 • hattiesburg, ms 39403 • (601) 544-2052 • fax (601) 582-4121
12503 dedeux road • gulfport, ms 39503 • (228) 831-9777 • fax (228) 831-4003

7. Check alarm logs (note alarms)
8. Provide a field report of any deficiencies

Total Additional Fee for Semi -Annual Generator Maintenance: \$21,580.00

Please Note the Following Exclusions:

1. Making any repairs to units (field reports will show deficiencies and cost to repair).
2. More than one fluid and filter change per year, (unless semi-annual option is accepted).

Itemized / Unit Pricing for Service and Emergency Call Out Rates:

Service and emergency call outs for units shall be billed as listed below:

1. Normal operation hours call outs (7am-3:30pm) \$105.00 per hour 2 hour minimum.
2. After hours call outs and weekends \$157.50 per hour 2 hour minimum.
3. Service Truck \$100.00 per day.

Thank you for the opportunity to work with you on this project.

Submitted by:
DOLEAC ELECTRIC COMPANY, INC.
MISSISSIPPI CERTIFICATE OF RESPONSIBILITY NO. 3826



Mark J. Doleac
Estimator

Encl: Attachment A

Accepted By:

The Honorable Toby Barker
Mayor City of Hattiesburg

ATTACHEMENT "A" - GENERATORS

Generator	Location	Model	Serial No
Onan 200KW	USM Tank & Well Hillcrest	DSHAC-5767975	F060936065
Onan 200KW	USM Well 4th Street	DSHAC-5767973	F060936064
Onan 150KW	USM Stadium	DSHAA-5767988	F060936057
Onan 200KW	C.E. Roy Community Center	DSHAC-5767985	F060936053
Onan 200KW	Jackie Doyle Sherill	DHSAC-5767984	F060936052
Onan 125KW	Fire Station # 1	125REZG	2263543
Onan 35KW	Fire Station # 2	GGFD-5767985	F060936055
Onan 35KW	Fire Station # 3	GGFD-5768050	F060936408
Onan 42KW	Fire Station # 4	GGFE-5767987	F060936054
Onan 35KW	Fire Station # 5	GGFD-5768140	F060937217
Onan 70KW	Fire Station # 6	GGHH-5779575	K060990702
Onan 64KW	Fire Station # 7	N70FPG4	LM642121
Kohler 100KW	Fire Station # 8	100RZG	2008167
Onan 100KW	Fire Training Academy	GGHH-5872342	G070079011
Onan 150KW	Ben McNair Rec Center	05HA-5768197	F060936404
Onan 80KW	Jervls Mlms Station	80DGD	F060938751
Onan 80KW	Richburg Tank	80DGD	F060939467
Onan 60KW	W.U. Bill Sigler Center	GGHE-5767958	F060936056
Onan 125KW	Industrial Tanke Booster Station	DGDK	F060939951
Onan 125KW	Green Hut Station	DGDK	F060939950
Onan 125KW	Turtle Creek Crossing Station	DGDK-5768277	F060939949
Onan 60KW	Water Billing Department	GGHE-5768147	F060983714
Onan 60KW	City Engineering Office	GGHE-5768146	F060938713
Onan 230KW	WP # 2 Wells #5	DGFS-5768668	F060943072
Onan 40KW	Mammoth Springs Station	DGBC-5768677	G060943077
Onan 40KW	Pine Tree Station	DGBC-5768676	G060943076
Onan 40KW	Turtle Creek Station	DGCA-5768675	G060943075
Onan 150KW	USA Yeast Station	DGFA	G060943073
Onan 150KW	City Hall	DGFA-5768674	G060943074
Onan 250KW	East Laurel Pumping Station	DODAA	H060956343
Onan 40KW	40KW Portable	DGBC-5768687	G060943082
Onan 60KW	60KW Portable	DGCB-5768579	G060943081
Kohler	Wesley Tank & Well	400REQZOD	2339547
Onan 1500KW	Water Plant # 1	DFLE-5769657	K060988691
Onan 750KW	Water Plant # 2	DFGA-5768636	J060984004
Taylor 200KW	HWY 98	TD200	25438
Taylor 200KW	Lincoln Road	D5200M2	20157
Kohler 125KW	South Lagoon Burkett	125ROZ71	277850
Kohler 20KW	Grounds Maintenance	20RQZ1	605955
Taylor 60KW	Construction	TG60	24630
Taylor 350KW	Public Works	TD350	22835
Taylor 80KW	Public Works- Portable	TD80C321P	23544
Taylor 80KW	Sanitation	80ROX1	600190
Taylor 125KW	Airport Hanger # 3	TG125	22896
Cummins	SLS 63rd Street	DGHDB-1337370	I130564176
Onan/Cummins	SLS Railroad Ave	DGCA-5768681	G060943078
Cummins/Onan	SLS North Lagoon	DQDAA-5768838	H060956338
Kohler 250KW	Police Headquarters	250REOV	GM24720-GA3/2008832
Cummins/Onan	PARA Administration	GGHE-5767958	F060936056
Cummins/Onan	WTP # 2 Office	DGCB-5768693	G060943079
Taylor 350KW	Maintenance Facility	TD350	22835
Taylor 500KW	YMCA	TD500	22835
Taylor 100KW	ZOO	TD100	22834
Generac	Highland Cemetery	QT03542ANAH	4874284
CAT 500KW	Train Depot		3851519
Taylor 150KW	Chain Airport		
	Gordon Creek Pumping Station	TD176	27738



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's re-appointment of Michelle Shinall (W1) to the Hattiesburg Police Citizen Review Board for a term beginning December 8, 2021 and ending December 7, 2025.
File Number: 2022-246
Minute Book #

Summary

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's re-appointment of Jennifer Garriga (W5) to the Hattiesburg Police Citizen Review Board for a term beginning December 8, 2021 and ending December 7, 2025.
File Number: 2022-245
Minute Book #

Summary

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's appointment of Michael Jordan (Business) to the Hattiesburg Police Citizen Review Board for a term beginning April 6, 2022 and ending December 7, 2025.
File Number: 2022-244
Minute Book #

Summary

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

Michael G. Jordan

Phone: 601-606-9012

Email: Thburg@yahoo.com

Owner of Jordan Property Management for 22 years in Hattiesburg. Minister and Deacon at Mt. Olive Baptist Church, where I am over the Juvenile Ministry (FCJDC), Minister of the Young Adult / College, and member of the Prison Ministry (MDOC - Greene Co.). I am a Board member of Breakthrough Community Service which is an non-profit agency providing housing counseling and community housing development.

EXPERIENCE:

2001 - PRESENT	Jordan Property Management - Hattiesburg, MS Owner - Manager
1994 - 2001	WSB-TV Atlanta, Ga Graphic Artist
1991 - 1994	Road Way Package Systems - New Orleans, La Manager
1987 - Biloxi, MS 1991	United States Air Force Reserve - Kessler AFB - Air Cargo Specialist - SSgt.

EDUCATION

2013	Pearl River Community College Spanish
2002	Pearl River Community College
2003	HVAC Refrigeration Technology - Certified Technician
1987	University of Southern Mississippi
1991	BS in Radio Television and Film/Communications
1985	Jackson State University
1986	Business Administration
1985	Hattiesburg High School Diploma

COMMUNITY SERVICE - Current Involvement

2001	Mt. Olive Baptist Church
2014	Juvenile Ministry (FCJDC) - Life Skills Class / Mentor
2014	Prison Ministry (MDOC - Greene Co.)
2014	Young Adult / College Ministry (USM)
2021	Board member of Breakthrough Community Service
2006	Founding Member - C.A.R.E. (Community Action Reaching Everyone)
1987	Alpha Phi Alpha Fraternity - University of Southern Mississippi



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's appointment of Markus Simmons (W3) to the Historic Conservation Commission for a term beginning April 6, 2022 and ending April 5, 2027.
File Number: 2022-230
Minute Book #

Summary

Historic Conservation Commission appointment - Markus Simmons (W3)

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD November 17, 2020 - November 16, 2024

REPLACES Corey Ferraez

NAME OF PROPOSED APPOINTEE Markus Simmons

ADDRESS 801 Sioux Lane

HOME PHONE NUMBER 601-270-5965 WARD Ward 3

PLACE OF EMPLOYMENT London and Stetelman Realtors

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: _____ POSITION Sales Representative

PERSON CONTACTED BY Toby Barker, Mayor DATE 2022

AGREED TO SERVE Yes

Markus Simmons

801 Sioux Lane
Hattiesburg, MS 39402
Phone: 601.270.5965 | E-Mail: mgsimmons14@gmail.com

MS

Work Experience

London and Stetelman Realtors Sales Representative

June 2021 – Present

- Represent buyers, sellers, lessees, and lessors in For Sale and For Lease transactions
- Advise clients through the real estate transaction process, including contract negotiations, due diligence supervision, and closing preparation
- Identify and analyze investment opportunities for local, national, and international buyers
- Develop property presentations for individual listings, including photographs, maps, demographics, and financial reports
- Sustain internet presence management for personal and property purposes through websites, databases, social media, and blogging
- Create new business opportunities through various forms of networking, utilizing a strong referral base, and establishing new contacts from current inventory inquiries

Area Development Partnership Business Development Director

October 2016 – June 2021

- Prepared for and lead meetings with manufacturing plant managers, local elected officials, and C-suite executives including forming agendas, creating PowerPoint presentations, distributing invitations, and responding to questions while presenting
- Developed respectful working relationships with internal and external constituents to serve as a one-stop-shop for business development to bring all client needs and services directly through the Area Development Partnership
- Exercised political acumen as a liaison between businesses and local, state and federal units of government to answer tax questions, submit incentive applications, and work through legislation to translate statutes to specific projects
- Actively participated in long-range planning and development of marketing strategies, and helped to establish goals for business retention, expansion and recruitment efforts
- Exercised management responsibility for business recruitment, retention and expansion activities, including international economic development
- Identified and analyzed real property throughout the community based on commercial, industrial, and residential development potential
- Actively participated in technical discussions and communicated openly and candidly to promote teamwork
- Represented the organization at public, networking, and business functions as needed
- Utilized various software packages to research, analyze, and market information
- Supported the development of marketing materials and programs to promote the Greater Hattiesburg region and its business opportunities, including writing, editing, and Web site maintenance

The University of Southern Mississippi Office of Conference and Fraternity Housing, Manager

October 2013 - October 2016

- Conducted business development for the university including retention, expansion and recruitment efforts
- Assumed several responsibilities of departmental director during a nearly two-year search, including collecting and interpreting data from 20 financial accounts for monthly reports for the Associate Vice President and alumni
- Oversaw retreats and weekly meetings and helped to develop measurable goals for individual and organizations
- Managed all aspects of daily facility operations including utilizing various IT software, billing, occupancy management, and facilities planning
- Updated and presented handbook material to 400+ students each year
- Independently created a 25+ page manual to teach director-level administrators policies and procedures as auxiliary housing operations transitioned to The Department of Housing and Residence Life
- Responsible for effective verbal and written communication to undergraduate and alumni constituents (i.e. upcoming deadlines, changes in policies and procedures, fees, and financials)
- Multitasked to simultaneously manage the priorities of various student, community and campus constituents within The Division of Student Affairs, all while completing an MBA-level curriculum
- Developed benchmarks and departmental assessment reports and reviewed reports for other departments

Skills and Additional Experience

- Organizational skills and attention to detail honed through management of budgets and facilities
- Strong customer service background sharpened through experience in multiple professional fields
- Ability to communicate both orally and through published material to a variety of unique constituents
- Adobe InDesign skills utilized to develop marketing materials
- Ability to learn and adapt to a variety of technology systems (i.e. ESRI demographic software, Microsoft Office, Google Earth, and MachForms form development software)
- Experience collaborating with state and community constituents to develop program goals and milestones
- Cost-saving skills honed through working for a public/private non-profit
- Advising experience, including recruitment and retention tactics, social and philanthropic event planning, organizational by-law development and addressing conflict diplomatically

Professional Development

Organizational Involvement

- Petal Area Chamber of Commerce Board of Directors – President 2019-2020
- Downtown Hattiesburg Association Economic Vitality Committee
- Midtown Merchants Association
- Petal School District CTE Advisory Committee
- Forrest-Lamar County Heart Walk - Executive Leadership Team, 2020 & 2021
- The University of Oklahoma's Economic Development Institute
- International Council of Shopping Centers
- Southeastern Economic Development Council
- Mississippi Economic Development Council
- Mississippi Economic Council
- Pine Belt Young Professionals

Presentations to the Following Groups

- Site selection consultants during familiarization visits
- Consultants and company representatives during economic development site visits
- Cities of Hattiesburg and Petal
- Forrest County, Lamar County, and Perry County Boards of Supervisors
- Mississippi Development Authority
- Area Development Partnership Full Board of Directors and Partnership Foundation
- Hattiesburg-Forrest County Industrial Park Commission
- ADP Realtor Roundtables
- Petal Rotary Club, Hattiesburg Optimist Club and Hattiesburg Kiwanis Club
- The University of Southern Mississippi – Dr. Chad Miller's Economic Development 620 (ED 620) Class

Education

The University of Mississippi

Fall 2006 – Spring 2011

Bachelor of Business Administration in Marketing Communications
Bachelor of Arts in Spanish Language Studies

The University of Southern Mississippi

Spring 2014 – Summer 2016

Master of Business Administration

The University of Oklahoma

Spring 2018 – Fall 2020

Economic Development Institute



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's appointment of Sarah Halliwell Carver (W4) to the Historic Conservation Commission to fill the unexpired term of Mary Halliwell beginning April 6, 2022 and ending June 24, 2025.
File Number: 2022-231
Minute Book #

Summary

Historic Conservation Commission appointment - Sarah Halliwell Carver (W4)

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD November 17, 2020 - November 16, 2024

REPLACES Mary Halliwell

NAME OF PROPOSED APPOINTEE Sarah Halliwell Carver

ADDRESS 415 Court Street

HOME PHONE NUMBER 601-596-2832 WARD Ward 4

PLACE OF EMPLOYMENT Twin Forks Wine and Provisions

EMPLOYMENT ADDRESS 408 Hemphill St

EMPLOYMENT PHONE NO: (601) 336-5816 POSITION Owner

PERSON CONTACTED BY Toby Barker, Mayor DATE 2022

AGREED TO SERVE Yes

WORK EXPERIENCE

Co-Owner

Twin Forks Wine + Provisions

06/2013 - Present

Achievements/Tasks

- Managed day-to-day operations of a busy wine and gourmet business.

Contact : Brian Carver - 601-596-2832

Front of House Manager

Red Orchids Chinese Bistro

05/2009 - 05/2013

Charleston SC

Fine Dining Chinese Bistro

Achievements/Tasks

- Managed daily restaurant operations including coordination of kitchen and serving staff to meet business needs.
- Oversee restaurant operations, ensuring exemplary customer satisfaction and rapid problem resolution.
- Ensured proper execution of restaurant operations, including scheduling and training

Contact : Kelly Chu - 843-573-8787

Manager

In Good Taste

06/2008 - 08/2012

Charleston SC

A wine and gourmet shop that sourced unique artisan goods and handicrafts.

Achievements/Tasks

- Regularly conversed with customers about the features and advantages of specialty food items like artisan, ethnic and gourmet products.
- Created unique and fulfilling shopping experiences for customers.

Contact : Jacki Boyd - Deceased

EDUCATION

Bachelor's Degree

Johnson and Wales University

08/2001

Charleston SC

Courses

- Food Service Management
- Culinary Arts

EXPERIENCE

Served on the HHNA Board for 3 years

Presented plans to the Historic Commission numerous times

Currently rehabbing our turn of the century home

Took our 1940's building down to the studs and returned it to its original glory

Grew up in the HHNA

INTERESTS

Travel

Antiquing

Food and Wine

Gardening



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's appointment of Carlos Wilson (W2) to the Hattiesburg Planning Commission for a five year term beginning May 13, 2022 and ending May 12, 2027.
File Number: 2022-232
Minute Book #

Summary

Hattiesburg Planning Commission appointment - Carlos Wilson (W2)

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Planning Commission

TERM OF OFFICE 5 years PERIOD May 13, 2022 and ending May 12, 2027

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES Ricardo Bryant

NAME OF PROPOSED APPOINTEE Rev. Carlos Wilson

ADDRESS 810 East 8th Street

HOME PHONE NUMBER 601-270-2707 WARD Ward 2

PLACE OF EMPLOYMENT Ebenezer Baptist Church

EMPLOYMENT ADDRESS 900 E 8th St, Hattiesburg, MS

EMPLOYMENT PHONE NO: (601) 544-6733 POSITION: Pastor

PERSON CONTACTED BY Toby Barker, Mayor DATE: 2022

AGREED TO SERVE: Yes DECLINED: _____

Biography

Carlos Wilson was born March 24, 1960. He grew up on the outskirts of the small town of Quitman, MS. He attended elementary and high school there. He is a 1978 Graduate of Quitman High School.

After High school he joined the U. S. Navy. There, he was a Payroll clerk for two years. After a short stint in the military, he returned home and enrolled in Meridian Junior College. He graduated from MJC in 1985 with an AA degree in General Education. He returned to MS State University in 1992 and received a B.S. Degree in Social Work in 1994.

Carlos married his wife Flora in 1987. They have three children, Tamiko, Carlos and Bernadette. They have eight grandchildren.

He has been in pastoral ministries for the past 38 years.

He was the past pastor of the Mt. Rose M. B. Church, Quitman, MS 1983-1997.

He was the past pastor of the Friendship M. B. Church, Hickory, MS 1987-1990.

He is the Pastor of the Ebenezer M. B. Church, Hattiesburg, MS 1997- current.

Pastor Wilson preaches under a threefold vision, Salvation, Education and Recreation. He preaches and teaches that our destiny is in our hands. He believes that we must both know and do the word of God in order to “work out our own Salvation.”

Pastor Wilson is involved in a number of community improvement initiatives. He serves on many boards and he has been elected to hold a number of offices. Among those offices, he is Past Chairman of the board of Pearl River Valley Organization. He is the past Lecturer in the East Mississippi Baptist State Congress of Christian Education. He is the Past President of the East MS Baptist State Convention. He is a lecturer in the Old Testament Division in the National Baptist Congress of Christian Education. He is a sought out teacher on the district, state, and national level. He has taught for the Nurses and Ushers in the National Baptist Convention for the past several years. He is the Foreign Mission President of the East MS Baptist State Convention. He is currently the President of the East MS State Baptist Congress of Christian Education. He is a community activist. He is a board member on MS Legal services and AAA ambulance boards. He has a live radio broadcast of his worship services on Sunday mornings. He is known as the voice of common sense.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's re-appointment of Charles Dawe (W4) to the Hattiesburg Planning Commission for a five year term beginning May 13, 2022 and ending May 12, 2027.
File Number: 2022-234
Minute Book #

Summary

Planning Commission appointment - Charles Dawe (W4) Charles Dawe (W4)

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD May 13, 2022 and ending May 12, 2027

TERM EXPIRED: _____ OR RESIGNED: _____ LETTER ATTACHED:

REPLACES Re-appointment

NAME OF PROPOSED APPOINTEE Charles Dawe

ADDRESS 404 6th Ave

HOME PHONE NUMBER (601) 530-3293 WARD Ward 4

PLACE OF EMPLOYMENT Keller Williams Realty, The CD Group.

EMPLOYMENT ADDRESS 9 Plaza Drive

EMPLOYMENT PHONE NO: (601) 819-0399 POSITION: Managing Partner

PERSON CONTACTED BY Mayor Toby Barker DATE: 2022

AGREED TO SERVE: X DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, April 5, 2022

Re: Ratify and confirm the Mayor's re-appointment of Shawn Harris (W3) to the Board of Adjustment for a three year term beginning June 1, 2022 and ending May 31, 2025.
File Number: 2022-233
Minute Book #

Summary

Board of Adjustment appointment - Shawn Harris (W3)

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Board of Adjustments

TERM OF OFFICE 3 years PERIOD June 1, 2022 and ending May 31, 2025

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES Re-appointment

NAME OF PROPOSED APPOINTEE Shawn Harris

ADDRESS 4 Belle Wood Dr, Hattiesburg, MS

HOME PHONE NUMBER 601.916.4879 WARD Ward 3

PLACE OF EMPLOYMENT Hancock Whitney Bank

EMPLOYMENT ADDRESS 2007 Lincoln Rd , Hattiesburg, MS

EMPLOYMENT PHONE NO: (601) 579-5840 POSITION: Vice President and Commercial Banker

PERSON CONTACTED BY Toby Barker, Mayor DATE: _____

AGREED TO SERVE: Yes DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 5, 2022

Re: Acknowledge the bid received March 24, 2022 for the Hangar 6 Door Replacement Project and reject said bid due to being significantly over the engineer's probable cost estimate.
File Number: 2022-227
Minute Book #

Summary

Acknowledge only one bid was received March 24, 2022 for the Hangar 6 Door Replacement Project and reject said bid due to being significantly over the engineer's probable cost estimate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 5, 2022 City Council meeting for consideration.



Engineering Progress

March 29, 2022

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Hangar 6 Door Replacement
Bobby L. Chain Airport
City of Hattiesburg, MS

Dear Mr. Rutland:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on March 24, 2022 for the above referenced project.

We received one bid from Dewitt Faler Contractor, Inc. of Collins, MS in the bid amount of One Hundred Thirty-Three Thousand, Five Hundred and Forty-Three Dollars and Zero Cents (\$133,543.00).

Our construction estimate on the project was \$96,600.00. The bid received was 38% over the Opinion of Probable Cost, and only one bid was received.

Enclosed is a copy of the original bid from Dewitt Faler Contractor, Inc.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace', is located below the 'Sincerely,' text.

Kyle D. Wallace, P.E.
Project Engineer

/kw

City of Hattiesburg

March 1, 2022

Opinion of Probable Cost-Hangar 6 at Bobby Chain Municipal Airport

Item No	Item	Quantity	Unit	Unit Price	Extension
1	Removal of Existing Hangar Door	1	L.S.	\$28,500.00	\$28,500.00
2	Saw Cut Concrete	100	Sq. Ft.	\$50.00	\$5,000.00
3	Hangar Modifications for Door	1	L.S.	\$18,000.00	\$18,000.00
4	Hangar Door Materials	1	L.S.	\$20,000.00	\$20,000.00
5	Hangar Door Installation	1	L.S.	\$12,500.00	\$12,500.00
				Subtotal	\$84,000.00
				15 % Contingencies	\$12,600.00
				Project Total	\$96,600.00

BID TAB

Project:

Hangar 6 Door Replacement
City of Hattiesburg - Bobby L. Chain Airport

Project No.

11353

March 24, 2022

Dewitt Faler Contractor, Inc.
100 Dewitt Faler Road
Collins, MS 39428

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Removal of Existing 18 x 80 Door	1	LS	\$14,925.00	\$14,925.00
3	Installation & Modification of Existing Building	1	LS	\$42,868.00	\$42,868.00
4	Installation of New Door	1	LS	\$65,750.00	\$65,750.00
Bid Total:					\$133,543.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on March 24, 2022, and that said tabulation is true and correct to the best of my belief.

Comments:





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc: Armendia Esters, Division Manager/MPO, Calvin Russell, HCT Division Manager

Date: Tuesday, April 5, 2022

Re: Authorize and approve publication of notice of public comment period from April 14, 2022, to April 25, 2022, and authorize publication of the same on April 14, 2022, and April 21, 2022, by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendments to the FY 2021-2024 Transportation Improvement Plan (TIP) – transit section.
File Number: 2022-214
Minute Book #

Summary

Authorize the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) for the proposed amendments to the FY 2021-2024 Transportation Improvement Plan (TIP) – transit section and authorize publication of the same. The proposed amendments include the following:

1. Proposed amendment to the Hub City Transit operation budget-increase

Increase of the Hub City Transit operation budget for the bus operators and staff pay increase.

2. Change to the Hub City Transit TIP page format

Proposed change to the Hub City Transit TIP page format to include a total fiscal year description.

Recommendation Statement

I recommend the authorization of the public comment period for the fiscal year 2021-2024 TIP – transit section proposed amendments.

Please place this on the April 5, 2022 City Council meeting for consideration.

PUBLIC NOTICE
PUBLIC COMMENT PERIOD
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
FY 2021-2024 TRANSPORTATION IMPROVEMENT PLAN (TIP)

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 10-day public comment period beginning **Thursday, April 14, 2022**, for the public to review and provide comments regarding the proposed amendments to the current FY 2021-2024 Transportation Improvement Plan (TIP). This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures. The HPFL-MPO TIP for the Hattiesburg Urbanized Area is a part of the Statewide Transportation Improvement Program (STIP) document.

The proposed amendments include the following projects:

1. Proposed amendment to the Hub City Transit operation budget-increase
Increase of the Hub City Transit operation budget for the bus operators and staff pay increase.
2. Change to the Hub City Transit TIP page format
Proposed change to the Hub City Transit TIP page format to include a total fiscal year description.

The proposed amendments will be available for review at www.hattiesburgms.com/mpo. A hard copy of the documents can be requested by contacting the MPO office at 601.545.6259. The official review and comment period will be held from April 14, 2022 – April 25, 2022.

Written comments regarding the proposed FY 2021-2024 TIP amendments should be emailed to mpo@hattiesburgms.com or mailed to:

Armendia Pierce, MPO Division Manager
P.O. Box 1898
Hattiesburg, MS 39403

Anyone who may require auxiliary aids or special accommodations to participate in this comment period should advise the HPFL-MPO by calling 601.554.1008 or emailing aesters@hattiesburgms.com for assistance.

PUBLISH twice (2) in the Legal Section of *The Hattiesburg Post* on April 14, 2022, and April 21, 2022.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Shannon Weaver-Harris, Captain-Fleet
cc: Kermas Eaton, City Clerk
Date: Tuesday, April 5, 2022
Re: Acknowledge the bid received March 24, 2022 by the Hattiesburg Police Department for the lease of fifteen(15) police cars and accept the bid of Enterprise Fleet Management as the best and only bid received.
File Number: 2022-221
Minute Book #

Summary

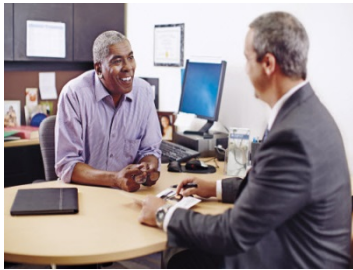
Acknowledge bid received March 24, 2022 for Hattiesburg Police Department for (15) lease vehicles.

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

Title:	LEASE FIFTEEN (15) SPORTS UTILITY VEHICLES WITH POLICE PURSUIT PACKAGE FOR THE HATTIESBURG POLICE DEPARTMENT
Agency:	Mississippi > City of Hattiesburg
Start date:	24-Mar-2022 10:00:00 AM
End date:	24-Mar-2022 10:30:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
66443	Enterprise3EL1	126276.6000	24-Mar-2022 10:05:47 AM	James	Allm	Enterprise Fleet Management, Inc.	james.m.allm@efleets.com	2058248529



FLEET MANAGEMENT

Enterprise Fleet Management for
City of Hattiesburg

Executive Summary
March 17th, 2022



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Enterprise Fleet Management, Inc.
Enterprise Fleet Management
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Will Maccabe
Account Executive
2271 Valleydale Road Suite 300
Birmingham, AL 35244
334-714-0131 Mobile
205-829-2731 Fax
william.s.maccabe@efleets.com

Statement of Confidentiality

The information contained in this proposal and in subsequent communications relating to this proposal, whether or not expressly marked as confidential, are and shall be deemed confidential by both Enterprise Fleet Management, Inc. and the recipient of such proposal. The contents shall only be disclosed where required by applicable law and only the extent required by the applicable law or any applicable open records law (for government proposals) and only after prior written notice to Enterprise Fleet Management, Inc. Disclosure and misuse of such information would result in immediate and irreparable harm to Enterprise Fleet Management, Inc. and would provide Enterprise Fleet Management, Inc. with a competitive disadvantage in its marketplace should its confidential business, operational and financial information be released.

Notwithstanding any separate agreement to the contrary, the recipient shall protect and keep the provisions of this proposal and any subsequent communications confidential and will not disclose such provisions, except to its employees or agents who require the information for the purpose expressly authorized by Enterprise Fleet Management, Inc. and for no other purpose whatsoever. Such individuals shall be bound by the same confidentiality requirements — to the same extent and on the same basis — as these obligations are imposed upon and assumed by the recipient.

Except as set forth above, no part of this document may be reproduced or retained, in whole or in part, or made available to any third party, without the express prior written permission of Enterprise Fleet Management, Inc., which may be withheld in its sole discretion. All rights in such content and communications are hereby reserved by Enterprise Fleet Management, Inc.

Contingency Language

It is Enterprise Fleet Management Inc.'s intention to work with City of Hattiesburg to arrive at a mutually beneficial solution regarding contract negotiations of the City of Hattiesburg Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market. Due to this, we would like to negotiate certain terms of the City of Hattiesburg standard Contract Terms and Conditions.

Additionally, our Master Lease Agreement must supersede all other agreements.

All pricing is subject to successful contract negotiations and dependent on credit worthiness.

Trademark and Copyright Information

Enterprise Fleet Management, Enterprise Rent-A-Car, National Car Rental, Alamo Rent A Car, Emerald Club, Enterprise Truck Rental, Enterprise Rideshare, Commute with Enterprise, Enterprise CarShare, Zimride, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, Inc. and affiliate Enterprise Fleet Management, Inc., which hold copyrights where applicable.

These registered trademarks and copyrights, whether marked or unmarked, may not be infringed upon or reproduced without the express written consent of Enterprise Holdings and its subsidiaries.

For more information, please visit our websites efleets.com and enterpriseholdings.com.

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On behalf of Enterprise Fleet Management, I thank you for the opportunity to present our services. With more than 60 years of fleet management experience, along with managing or leasing more than 630,000 vehicles today, Enterprise Fleet Management is uniquely qualified to create the best program for your agency. By partnering with us for your fleet needs, you will be able to save time, money, and effort.

Enterprise will specifically tailor a program based on the unique requirements of City of Hattiesburg. We have the ability to offer you programs consisting of leasing, rental, maintenance, fuel, insurance enrollment, disposal, and more. Our goal is to provide the same value to your agency that we have to many others across the nation.

Our resources are available to our customers through a professional and personalized approach. You will have access to a local account team that is specifically assigned to you, to ensure the highest level of customer service. Your account team will meet with you regularly, and in person, to develop and evolve your customized transportation solutions.

We look forward to competing to be your transportation solution provider.

Thank you,

Will Maccabe
Account Executive
334-714-0131 Office
205-829-2731 Fax
william.s.maccabe@efleets.com



FLEET MANAGEMENT

Enterprise Fleet Management is a privately held, full-service fleet management business for companies, government agencies and other organizations operating medium-sized fleets of 20 or more vehicles, as well as those seeking an alternative to employee reimbursement programs. Enterprise Fleet Management is an affiliate of Enterprise Holdings and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our customers. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 630,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light- and medium-duty trucks and service vehicles.

Your Total Transportation Solution

Enterprise Fleet Management and our affiliate, Enterprise Holdings, together offer a total transportation solution. Combined, these businesses — which include car rental, car sharing, truck rental, fleet management, and retail car sales — accounted for \$23.9 billion in revenue and operated 1.85 million vehicles throughout the world in fiscal year 2021.

Enterprise Fleet Management provides customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting. This means City of Hattiesburg will receive constant evaluation of your holding costs to ensure minimal operating expenses.

Dedicated, Local Account Management

City of Hattiesburg will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Our team, with many people who can support various aspects of the account.

Enterprise will also provide monthly management reports consisting of a single invoice of all applicable charges — lease, maintenance, and insurance. These reports may also be viewed online for immediate access. Our team will meet with City of Hattiesburg quarterly — or more often, if necessary — to discuss these reports and ensure your program is working exactly as intended.

Peace of Mind Maintenance Management Program

With Enterprise's Maintenance Management program, Enterprise manages the maintenance and repair process and contacts the client when additional approval is needed. Authorization and repair limits can be set to expedite maintenance and repair times. These are charged as needed, and the cost is passed through to City of Hattiesburg. Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value. There is a monthly fee for this service.

Looking Toward the Future

Enterprise Fleet Management has been providing fleet management services to both private and public companies since the company's founding in 1957. We are proud to have the experience and leadership to manage economic cycles, political turmoil and natural disasters. As a result, are well-equipped to handle the current COVID-19 situation given our strong balance sheet. Enterprise Fleet Management combines this expertise with our industry-leading value to provide your organization the most comprehensive option in the marketplace. We are committed to providing a wide array of options to City of Hattiesburg drivers in 2022 and beyond.

Enterprise Fleet Management operates from local, regional offices to ensure high-quality, responsive service. Your dedicated account team will work hard at getting to know the unique needs of your business and will provide day-to-day solutions to enhance fleet efficiency.

City of Hattiesburg will have a team of fleet industry experts supporting your program, and you will also have a single point of contact for all your day-to-day fleet needs. It is our mission to develop a relationship with you and your business to ensure we streamline the entire vehicle process — from the overall strategic plan to the purchase price and resale value.

The goal is simple: to use our company's automotive expertise and vast fleet management resources to help advance your business. We stay connected to national industry trends — and monitor local conditions — so that you always get access to the very best in-depth fleet management programs and services.

Comprehensive, Local Support

The Enterprise Fleet Management team in Birmingham, AL located at 2271 Valleydale Road, Suite 300, will be supporting your program, along with corporate support and resources. The local account management team for City of Hattiesburg will manage all aspects of the program, including:

- Customer service
- Vehicle acquisition and ordering
- Remarketing
- Consultation and proactive program planning
- License, tag, and title
- Accounting
- Traffic violations and citations



Quarterly Account Reviews

The goal of our local, dedicated team is to proactively manage every aspect of your fleet needs — making recommendations on the most cost-effective vehicles, determining the best time to order or sell vehicles, monitoring the fleet to ensure efficiency, and helping with billing, accounting, and reporting needs. There is no additional cost for our consultation.

Your Client Strategy Manager will be responsible for conducting quarterly reviews of the program to ensure that it is operating optimally and that members are happy with how it is functioning. We will also perform an annual account review with you to compare year-over-year cost savings and validate current initiatives

Total Cost of Ownership

Many agencies struggle to find the time and resources to track every fleet transaction. Maintaining life-to-date vehicle expenses and understanding how expenses change is necessary to determine a vehicle replacement strategy that drives down expenses over time. Every transaction, whether it is a maintenance or fuel event, needs oversight from personnel that can determine if the action being taken is appropriate and at the right expense. Your Enterprise Fleet Management team can help you with fleet tracking and strategy.

To reach your true low-cost potential, you have to start with a comprehensive evaluation of all manufacturers, equipment, incentives, fuel economy, warranty exposure, and potential resale. Considering each factor will help City of Hattiesburg select the right vehicle at the lowest cost without sacrificing the safety and productivity of your team. Enterprise Fleet Management has the vehicle selection tools and industry experience to guide you in this effort, ultimately helping you make the right choices along the way.

The key areas we focus on when evaluating Total Cost of Ownership include:

- Acquisition
- Funding Parameters
- Maintenance
- Fuel
- Risk Management
- Remarketing



Enterprise Fleet Management, together with our affiliate Enterprise Holdings, has helped agencies manage their Total Cost of Ownership for more than 60 years by leveraging our systems and infrastructure, and managing a total fleet of 1.85 million vehicles. Regardless of whether you operate in a local market or throughout the country, we can help manage your vehicles by providing a local team to develop, implement, and maintain a fleet plan that will achieve both your financial and operational goals.

Life Cycle Analysis and Consultation

Your Client Strategy Manager will perform a cost analysis to make sure we are cycling vehicles at the proper time. We will also conduct a side-by-side vehicle comparison to verify that City of Hattiesburg is using the most cost-efficient vehicles for your needs. We will work with you to make sure your drivers are getting the correct vehicle for their application and will offer recommendations based on your needs and budget.

When determining life cycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective life cycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

Enterprise Fleet Management offers a full range of fleet leasing and financing options. Whether it is an open-ended, closed-ended or a self-funded program, our team will help you determine what makes the most sense for City of Hattiesburg by offering a flexible financing plan based on your company's operating needs. Enterprise offers the following customizable funding solutions:

- **Open-Ended Equity Lease:** City of Hattiesburg can get out of the lease at any time. There is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease, or passed directly back to you. If the value of the vehicle is less than the payoff, Enterprise will bill back the difference.
- **Closed-Ended Lease:** allows for a lower monthly payment based on vehicle usage.
- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Traditional Purchase Finance:** allows City of Hattiesburg to take ownership of the vehicle at the end of the term without paying the reduced book value.

Open-Ended Lease

Municipalities commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

End-of-Lease Options

Enterprise offers the following options at completion of an Open-Ended lease term:

- Enterprise can renew the vehicles with new models and apply any gains to the replacement vehicle
- City of Hattiesburg can extend the term of the lease
- Enterprise can facilitate the sale to an employee or third party

Enterprise Fleet Management can sell the aged vehicles in a process that generates a competitive price. Gains are defined as the difference between the resale proceeds from our remarketing efforts and the Reduced Book Value.

The vehicle can be resourced back into your owned fleet at any time during the lease period. As a result, resourcing is just as simple as outsourcing.

Enterprise Fleet Management can facilitate the sale of a vehicle to an employee or a third party. This is done through an independent service to ensure a fair and beneficial process for all involved parties.

Enterprise's maintenance and repair network expands throughout the entire United States and Canada. Our parts network helps us locate parts quickly to get you back on the road and our leveraged relationship with these repair shops often allow us to pass on discounted repair and parts to customers like City of Hattiesburg. As a result, the average repair rate is typically 20 percent lower than the insurance industry average.

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.



- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- City of Hattiesburg can set up and send automatic service reminders through Enterprise's website

Maintenance Management

With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to City of Hattiesburg for a flat monthly fee.

Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

Maintenance and Repair Process

All maintenance is coordinated through Enterprise using the support of our local network of facilities. This reduces involvement on repairs and maintenance for City of Hattiesburg because estimates for time and costs are eliminated. If maintenance or repairs are needed, drivers simply show the maintenance card for their vehicle. All maintenance cards are available within the mobile app.

Shops are then required to contact Enterprise's National Service Department (NSD) for any work exceeding the pre-established card limit. Our technicians will assess the recommended services based on mileage, vehicle maintenance history, and cost. We will leverage our National Account agreements, and can often negotiate pricing, to provide the best value for the services offered. The National Service Department was the first to be awarded the ASE "Blue Seal of Excellence," a recognition it has received for 24 consecutive years, which is an industry record.

The maintenance process is facilitated by an Enterprise team of ASE-certified technicians. Our department's experience includes Master Auto, Double Master Auto, and World Class certified technicians.

Because of strong participation in the ASE program, Enterprise has been named a Blue Seal of Excellence Facility for 25 years in a row.

City lowers fleet maintenance costs by \$127K with Fleet Program.

BACKGROUND

Location: Fredericksburg, TX
Industry: Government
Total vehicles: 75 vehicles

THE CHALLENGE

Each year, the City of Fredericksburg was faced with high vehicle repair and maintenance costs for an aging fleet. The City's 75 vehicles had an average age of 12 years resulting in unexpected maintenance issues each year. The City was spending \$153,300 per year on fleet maintenance, averaging over \$2,000 per truck. Searching for solutions within their budget, the city needed to make managing their vehicles easier, from purchasing to maintenance and driver fueling options.

THE SOLUTION

Enterprise Fleet Management presented a proactive fleet replacement plan to the City of Fredericksburg that would reduce the average age of their fleet by 60% helping reduce operational and maintenance expenses. With integrating newer vehicles into the City's fleet, employees would drive safer, more reliable vehicles with minimal maintenance needs. Long-term, this plan has helped save an average of \$29,284 per year in fleet related expenses.

“We have truly enjoyed the partnership with Enterprise Fleet Management. Things are much easier to manage now, and we are saving money on vehicle maintenance.”

— Brian Peters, Programs Manager

Enterprise Fleet Management also recommended replacing all vehicles owned by the city within a 5-year time frame. This approach will help The City lower maintenance expense from \$153,300 per year to \$26,016 per year.

THE RESULTS

Since their partnership began 4 years ago, Enterprise Fleet Management has helped The City of Fredericksburg transition their fleet vehicles from an average age of 12 years to 4. The City has experienced a significant reduction in costs associated with their fleet program and a decrease in employee downtime. This is due to The City putting their trust in the local Enterprise Fleet Management team's expertise and the fleet planning analytics backing each recommendation. The partnership has given the City visibility into all vehicle costs and budget accordingly.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

MAINTENANCE
LOWERED BY
83%



SAVED
\$62,052
OVER THE LAST 2
REPLACEMENT YEARS

5 YEAR
REPLACEMENT PLAN





City of Hattiesburg, Mississippi

Open-End Lease Menu Pricing

Year, Make, Model	Quantity	Term (In Months)	Annual Mileage	Monthly Cost (Lease Payment)	Annual Cost Per Vehicle	Aftermarket Cost Per Vehicle	RBV at End of Term
2022 Ford Explorer Base 4x4 Admin Package	5	48	15,000	\$689.31	\$8,271.72	\$4,100.00	\$2,646.92
2022 Durango PPV AWD Pursuit Package	10	48	15,000	\$707.65	\$8,491.80	\$7,150.00	\$2,717.40

**Enterprise will work with the City of Hattiesburg to refine mileage patterns & terms to determine final pricing for each vehicle.*

***Annual costs shown represent 12 months of payments for requested terms.*

Itemized Cost List	
Interest Rate	Three-Year Treasury Bill, plus 350 basis points (subject to a floor as defined in our Master Lease Agreement)
Acquisition Cost (Factory Orders)	Manufacturer published invoice less applicable incentives, less applicable advertising plus \$60 acquisition fee.
Acquisition Cost (Dealer stock)	Dealer provided invoice less applicable incentives plus \$60 acquisition fee
Courtesy Delivery	Variable \$150-\$450 depending on location
Management Fee	Factory Order - 0.10% based on delivered cost of vehicle (monthly) Dealer Stock – 0.15% based on delivered cost of vehicle (monthly)
Service Charge	\$400 deducted from proceeds of vehicle at resale
Full Maintenance Charge	Monthly rate calculated based on vehicle type and anticipated miles driven over term
Maintenance Management Fee	\$6.00 per vehicle per month
Roadside Service Fees	No charge – included in Full Maintenance
Risk Management/Accident Management	Rate for Physical Damage Protection provided upon application completion/ Accident Management = \$100 per occurrence
Licensing and Registration	All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee
GeoTab	Device: \$49 Basic: \$26 per month Pro: \$29 per month
Fuel Program	No card fees. Rebate dependent on fuel spend. \$2.00 per month per card
Interim Interest	No charge
Website	No charge
Reporting	No charge
Consultative Services / Account Management	No charge
Lost or Stolen Maintenance and Fuel Cards	No charge
Out of Network Maintenance Fees	No charge
Off Road / Off Lease Charge	No charge
Rental Admin Charges	No charge

The sheer volume of choices can make vehicle selection and acquisition a daunting task. There are roughly 2,200 different series of vehicles and constantly changing incentives each year.

Enterprise Fleet Management works directly with you to find exactly what City of Hattiesburg needs without spending extra on unnecessary options and upgrades when you buy fleet vehicles — ensuring that you get precisely the right vehicles and equipment packages, at the lowest possible cost. With Enterprise, City of Hattiesburg will be able to:

- Select from an unlimited inventory of vehicles
- Receive only the necessary features and options
- Choose from a variety of manufacturers

With our deep manufacturer relationships, you get access to factory-direct vehicle ordering — including the best-available incentives — on fleet cars, trucks or vans. We also make delivery simple, handling any aftermarket additions or customizations you need.

Proactive Planning

Enterprise will develop a strategic replacement schedule based on City of Hattiesburg's current fleet data. After analyzing your fleet, we will develop a replacement strategy designed to drive down your total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, odometer reading, average maintenance spend, fuel economy, estimated resale value, and more.

Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that you are using the most cost-efficient vehicles for your needs. We will work with you to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by City of Hattiesburg.

The local Enterprise team will outline the total cost to hold each depreciating asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. We will also develop a Fleet Replacement Schedule that is used to benchmark and forecast future costs of vehicle replacement.

Ordering Process

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory. Once a replacement plan is in place, your local team will work with each driver to order the specific vehicles needed, based on City of Hattiesburg's parameters.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

We track orders with the manufacturers throughout the process. Drivers can check the status of their vehicle through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Enterprise's direct-to-dealer sales focus has been the cornerstone of our remarketing success because we are able to return more of each vehicle's equity for our clients, with less going to fees. Our experienced remarketing professionals are what make this service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price.

Customized Strategies

At the end of the lease term, our local account team will work directly with your drivers to schedule a convenient time to have the vehicles dropped off or picked up and taken to our remarketing lot. At this lot, vehicle condition will be assessed and a marketing strategy unique to each unit will be put into place.

Multiple Sales Channels

Enterprise will determine the best channel or channels to remarket your vehicles, whether it is dealer-direct, online, or in the auction lane. We will work to maximize the sale of your vehicles, returning the greatest amount of equity as quickly as possible.



We use multiple channels to remarket our vehicles, and we employ an industry-leading 700 remarketing professionals to remarket vehicles directly to both franchise and independent dealers. We also retain a professional staff that specializes in auctions for both straight and damaged vehicles. Whether it is in the auction lanes or online, we have solid relationships with most of the major and independent auction houses in the country. However, most of our vehicles are sold directly to dealers, which allows us to avoid auction fees and additional charges.

Your local account team will be your single point of contact and will manage the disposal process wherever your vehicles are. We have remarketing locations in the United States, Canada, and Europe to handle the proper disposal of your fleet. Our decentralized sales team allows us to be experts in all markets in which we operate.

Quick Turnaround at the Best Price

Our team has consistently outsold the industry-standard Black Book Commercial Value Index, and we rank our staff based on the time taken to pick up, assess, market, and sell your vehicles in order to return your equity as quickly as possible. We currently average 18 days from the time we are notified until the vehicle has been sold. In addition, as opposed to some of our competitors, we stop lease charges as soon as the vehicle is in our possession — not when the vehicle sells.

Trade-In Value

Enterprise will provide an estimated value that we guarantee to the customer, sight unseen. After evaluation and sale, anything above the original value goes to the customer. If the sale is less than the original value, Enterprise will absorb the difference, thereby guaranteeing the customer the estimated value that was initially provided.

Customer Website

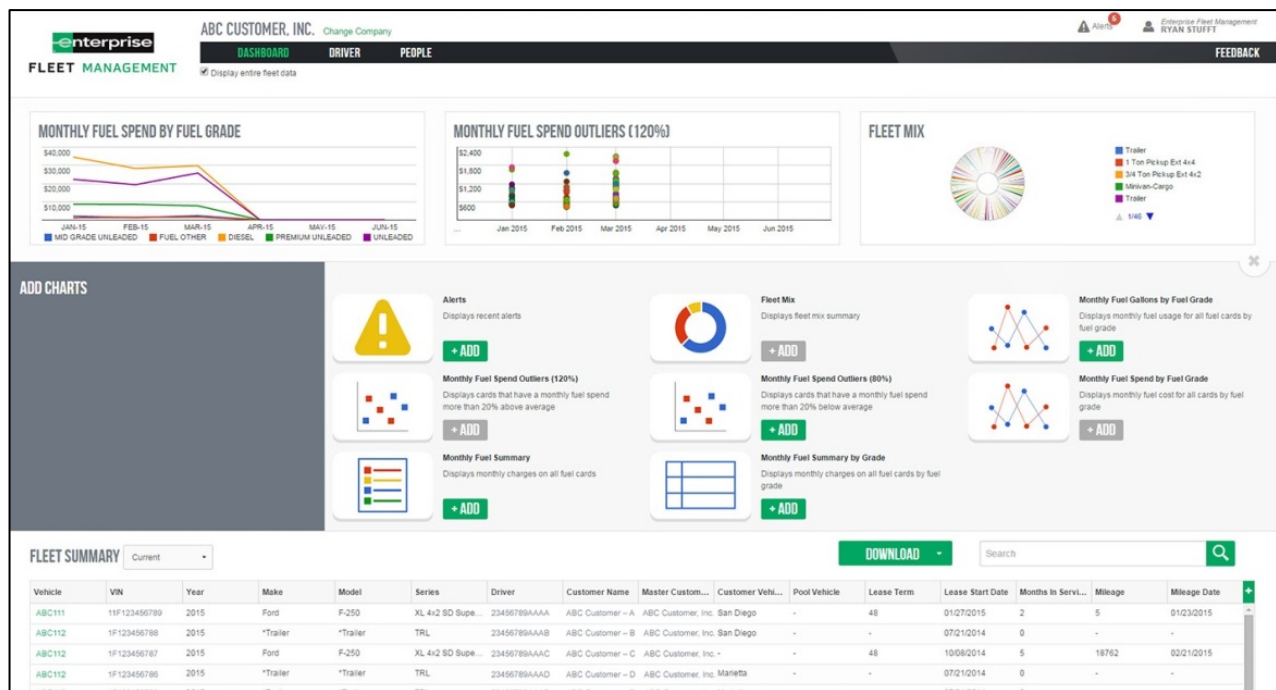
Enterprise Fleet Management's newly updated website uses a vast data warehouse to pull from millions of data records, giving our clients quick access to important vehicle information. This information is organized and consolidated into easy-to-understand, customizable views to provide you with custom reporting, alerts, and the analytic tools you need to effectively manage your fleet.

Complete Data Visibility

- Review detailed information about recent maintenance activities
- View status of vehicle license renewals
- Access all risk management claims
- Analyze fuel breakdown through WEX data integration

Customized, Self-Service Reporting

- Develop custom reports: display, sort and filter information that is most beneficial to the company and individual roles
- Simplify complex processes with powerful vehicle descriptors by allocating internal costs, tracking costs by project codes, and understanding costs by region and vehicle type
- Perform online searches across all data fields
- Sort data by "Driver" or by "Vehicle" to view the history and assignment of all assets
- Export all information in multiple formats
- Utilize self-service features such as driver changes, vehicle descriptors, mileage and more
- Assign unlimited unique identifiers to each vehicle to simplify routine tasks and vehicle categorization
- Utilize internal accounting and business terms to fully describe each vehicle so reporting can easily blend into your existing structures
- Set up automated alerts: maintenance, billing, registrations, lease renewals, manufacturer recalls, etc.



Customizable Dashboard

Our website features a dashboard designed to supplement our annual client review tool and analysis with day-to-day, month-over-month views of your fleet operations. The views are **customizable** to fit your specific business needs and preferences. All of your day-to-day information needs can now be found in one simple dashboard view.

Mileage and Taxable Fringe Benefit Reporting

The online Mileage Reporting tool allows our customers and their drivers to track vehicle mileage by entering the current odometer reading and the amount of personal and business miles driven. These data entries can then be customized and viewed online, as well as downloaded in multiple file formats.

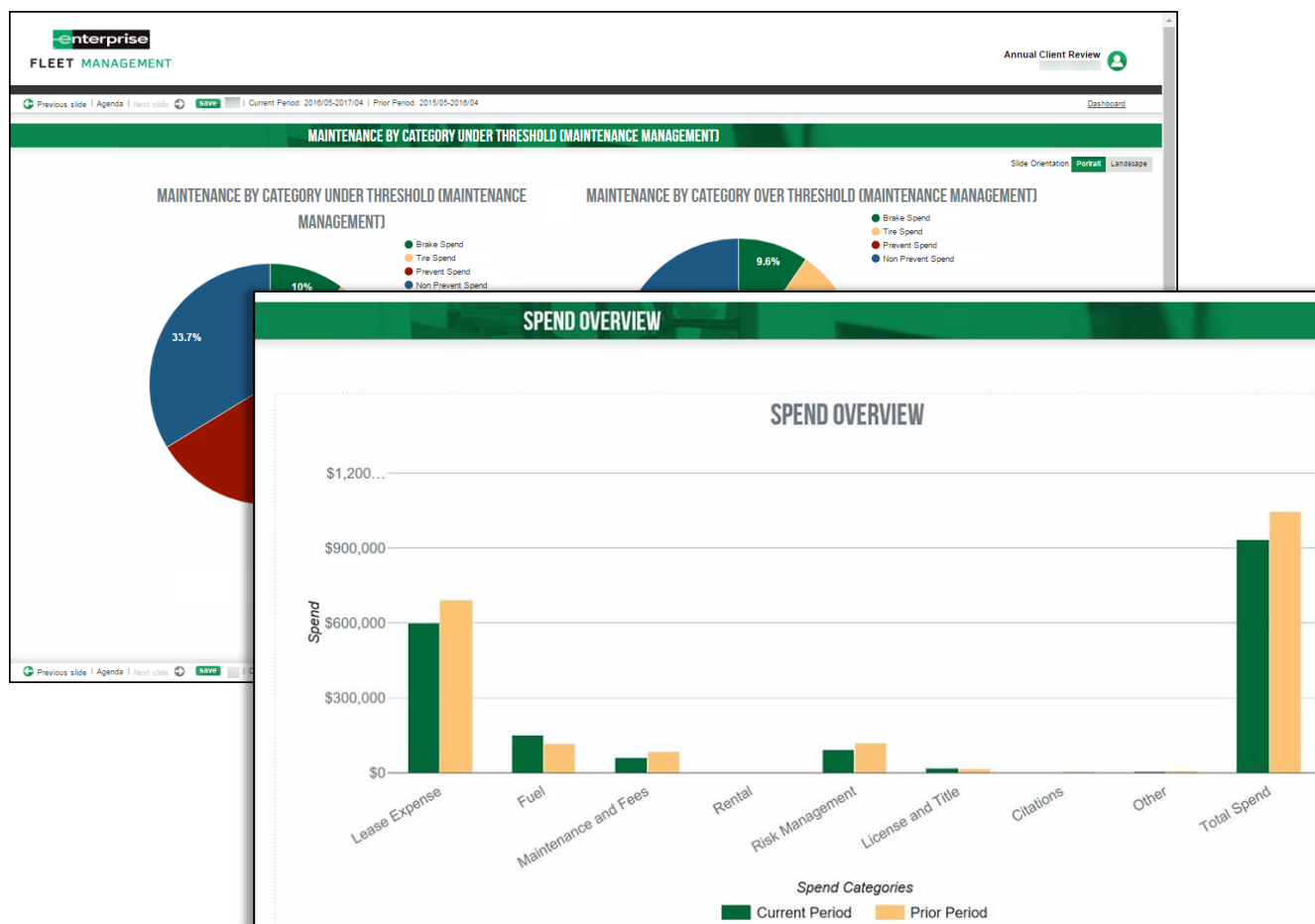
Our website now also provides our customers with detailed reporting on the Cumulative Taxable Benefit for each of your drivers. This is based on IRS guidelines, and our website provides helpful guides and disclosures that can help your payroll department identify and track these amounts, based on vehicle data and mileage.

Integrated Fuel Data

Our fuel card program integrates with our customer website to show fuel data that can help City of Hattiesburg lower costs and identify outliers. This data is automatically pulled into the online dashboard to give you near real-time insight into fuel usage, costs, and MPG data.

Annual Client Review Tool

At Enterprise Fleet Management, we have created an automated, efficient review process that allows your dedicated Client Strategy Manager to quickly present a year-over-year analysis of your fleet cost and operations. Together they will sit with you to review the analysis, make appropriate recommendations and create a plan to help your business better control and reduce its fleet operating costs.



Vehicle Selector

Enterprise will provide a vehicle selector list of best-in-class vehicles that has been expertly determined based upon cost, fuel economy, employee satisfaction and safety. The selector list will be updated on a continual basis to ensure the most efficient vehicles are being offered.

This list will allow your community to quickly and easily choose a vehicle that best fits each individual need and help them make decisions that will best reflect the overall vision for your fleet.

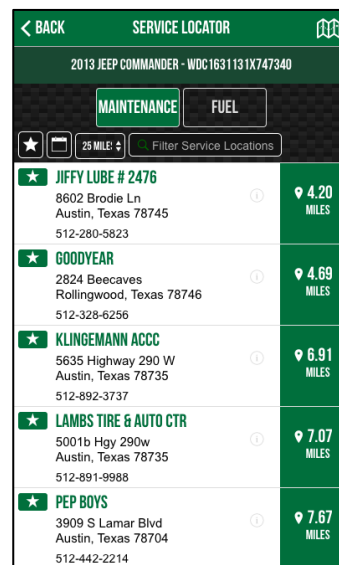
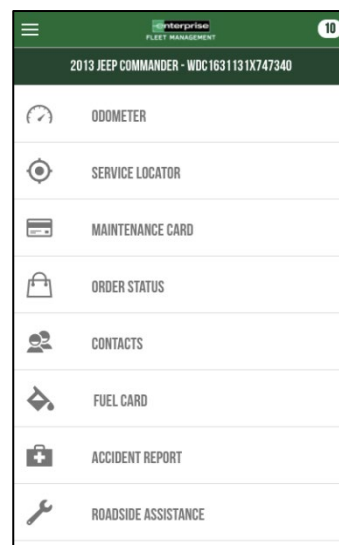
Monthly Vehicle Cost Analysis

This tool allows our team to provide assumptions or real data regarding your current fleet vehicle costs, driver downtime, projected resale values, funding options, etc., and compare to other potential Enterprise Fleet Management solutions.

Mobile App

Enterprise Fleet Management recently released a new mobile app with enhanced features for all our customers. The new app integrates with Enterprise's existing platforms and our customer website to ensure drivers have what they need whether they are in the office or on the road. When your drivers use the app, key information and important notifications will be easily accessible 24/7.

- **Real-time alerts:** administrators can send out customized, real-time alerts regarding mileage entry, insurance, license renewals, citations, maintenance, vehicle remarketing, and more. This includes the option for push notifications as well.
- **Maintenance service features:** view digital maintenance cards; schedule appointments directly from the app (featuring Firestone, with more vendors to be added)
- **Messaging:** allows the agency to send messages to one or more drivers in the field
- **Status updates:** users can check on new vehicle orders; see when maintenance or repairs are completed
- **Maintenance notifications:** displays current or past-due oil change reminders and when work is completed
- **Map features:** drivers can search for the nearest fuel locations based on cost or distance; find the nearest maintenance shops, including preferred shops for faster service; and view turn-by-turn directions
- **Mileage and job tracking:** drivers can track personal vs. business mileage, make notes and track mileage for job-specific travel, and edit or correct odometer entries for accurate reporting
- **Accident reporting:** drivers can report and submit information directly to Enterprise, including photos of damage and accident details
- **Click-to-call:** includes contact information to quickly and easily reach the appropriate Enterprise contact or roadside assistance
- **Multiple vehicles:** manage multiple vehicles under a single user account
- **Pool vehicles:** customers with pooled vehicles can utilize the app to track and manage both vehicles and drivers, including convenient check-in and check-out features



Additional features currently under development include digital insurance cards and registration documents, more vendor options for scheduling maintenance appointments, and the ability to upload photos for vehicle profiles.

Enterprise Fleet Management's goal is to provide City of Hattiesburg with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency:

Fuel Card

We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits:

- **Convenience:** Card accepted at more than 180,000 U.S. locations
- **Security:** Cards with driver identification issued to the driver assigned to the vehicle
- **Control:** Card program offers various controls to help manage your fleet's fueling expenses

WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis.



Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

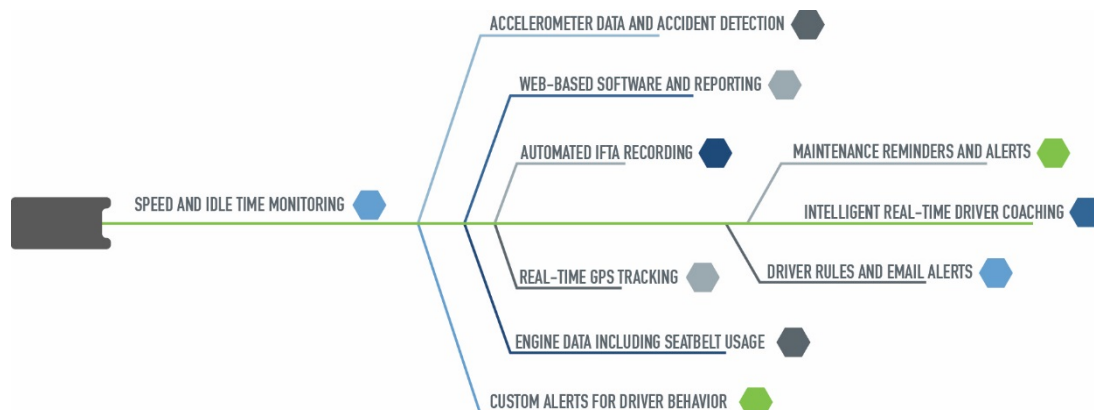
- Review transaction activity
- Identify potentially abusive or fraudulent behavior
- Notify customers when such behavior occurs

GPS

Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs:

- **Safety:** Breakthrough accident detection, safer driving behavior, in-vehicle driver coaching
- **Cost Reduction:** Lowered worker's compensation claims, lowered bent metal costs
- **Productivity:** Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- **Engine Health:** Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- **Compliance:** Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.



Enterprise Fleet Management, together with our affiliate company Enterprise Holdings, is a total transportation solution for many agencies like City of Hattiesburg. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company.



Car Rental

Enterprise Holdings operates the Enterprise Rent-A-Car, National Car Rental, and Alamo Rent A Car brands through an integrated global network of independent regional subsidiaries and franchises. Our rental brands cater to corporate accounts and individuals interested in renting vehicles for a period of less than 12 months. Our rental brands are available throughout an extensive worldwide network at both airports and home-city markets.

For more than 60 years, Enterprise Rent-A-Car has been known for our low rates, convenient locations, and award-winning customer service. Enterprise Rent-A-Car is the first choice for business travelers who need to rent near their home or office while providing their company savings. Enterprise has made a name for ourselves as the most cost-effective brand in the business. With special pricing on every rental, waived surcharges, mileage reimbursement, long-term rental discounts, and customized rental plans, we strive to provide our corporate customers with the best possible rates.



Our award-winning approach to exceeding our customers' expectations has made our name synonymous with superior customer service. Our goal is to ensure that every traveler is completely satisfied with the services we provide.

Enterprise operates more than 6,000 locations in North America, so we are always nearby — including a location within 15 miles of 90 percent of the U.S. population. In addition, we have the largest rental fleet of cars, trucks, and vans, so we can provide the right vehicle when and where your travelers need it. And, collection and delivery is complimentary with our signature “We’ll Pick You Up” program.



Founded in 1947, National Car Rental is a premium brand serving the daily rental needs of the frequent airport traveler in the United States. With National, time-sensitive customers are able to quickly choose their own vehicles, based upon their advance reservation and requested car class, and then simply drive away from the airport. National — which launched the car rental industry’s first comprehensive frequent-renter program — further expedites the rental process for Emerald Club members by offering counter bypass as well as Drop & Go service and convenient e-receipts. The Emerald Club program also provides electronic Arrival Alerts and access to National’s Emerald Aisle, an exclusive section of the lot where members can select any vehicle as long as they reserve a mid-sized car.

Enterprise Truck Rental

Enterprise's fleet of late model, well-maintained trucks is the perfect solution no matter what your truck rental needs are. Available for daily, weekly or monthly rentals, our driver-friendly trucks and vans help get the job done whether it is a weekend household move, a supplement to your business fleet, or a replacement for vehicles out for repair.

Enterprise Truck Rental specializes in light-to-medium-duty truck rental. All of our trucks are commercially equipped and available when you need them, even during the end-of-the-month, holiday, or summertime crunches.

Whether you prefer to visit the branch to pick up the truck, have an associate pick up your driver, or have the truck delivered to the place of business, we provide customized options designed to meet your needs. As part of our commitment to you and your business, our pickup service is free and requires no advance reservation.

Commute with Enterprise

With traffic getting worse every year, commuting to work is getting more costly and stressful every day. By commuting in an Enterprise vanpool, commuters can eliminate travel stress and dramatically reduce the cost of driving to work. Additionally, Commute vehicles have access to HOV (High Occupancy Vehicle) lanes, which have been estimated to reduce commute time by 40 minutes per day on average.

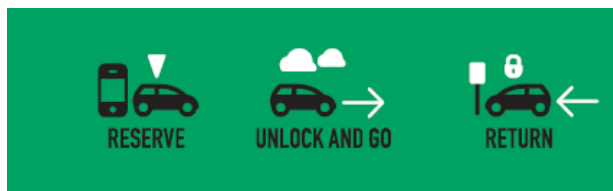
Enterprise's full-service vanpool package typically caters to a group of 7 to 15 coworkers who each pay one low monthly rate. Each vanpool is designated a late-model, well-equipped vehicle for maximum carpooling comfort, plus comprehensive maintenance, roadside assistance, and insurance.

Enterprise CarShare

Enterprise CarShare uses cutting-edge technology to deliver a fully functional solution for car sharing. You can be confident that a decision to offer car sharing through Enterprise CarShare is a decision to partner with Enterprise and its industry-leading network of offices and employees. We are committed to offering the best program in car sharing.

The Enterprise CarShare program includes:

- A fully automated transportation solution for users with either domestic or international driver's licenses.
- Comprehensive, local service, featuring: a dedicated support team, marketing support for on-site and community events, vehicle maintenance and mechanical repair, interior and exterior cleaning.
- 24/7 customer service
- Roadside assistance at no cost per call.
- An onboard fuel card, accepted at more than 160,000 fuel stations.
- Physical damage and liability protection, with additional options and extended coverage for business use.
- Appropriate signage to properly identify parking locations, free of charge.



Members use a pre-provided keycard to enter the vehicle. When it is time for their reservation, members simply swipe the keycard or fob over a device under the windshield. The vehicle unlocks; the ignition key and fuel card will be in the glove box. After the rental is over, the member returns the vehicle to its original location, and swipes their card again to lock it.

Contingency Language

It is Enterprise Fleet Management Inc.'s intention to work with City of Hattiesburg to arrive at a mutually beneficial solution regarding contract negotiations of the City of Hattiesburg Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market. Due to this, we would like to negotiate certain terms of the City of Hattiesburg standard Contract Terms and Conditions.

Additionally, our Master Lease Agreement must supersede all other agreements.

All pricing is subject to successful contract negotiations and dependent on credit worthiness.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____ March 2022, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM_____ Customer_____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Hattiesburg, Mississippi

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: Jim Allm

Title: Finance Director

Address: 2271 Valleydale Rd

Ste 300

Birmingham, AL 35244

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of March, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of March, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Hattiesburg, Mississippi ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Mississippi (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Hattiesburg, Mississippi (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By:_____

By:_____

Title:_____

Title:_____

Date Signed:_____, _____

Date Signed:_____, _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of ^{March 2022} _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ City of Hattiesburg, Mississippi _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Company _____

8. FEES: EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card, plus a one time set-up fee of \$ 0.00 .

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Hattiesburg, Mississippi

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: Jim Allm

Title: _____

Title: Finance Director

Address: _____

Address: 2271 Valleydale Rd.

Ste 300

Birmingham, AL 35244

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Company _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, April 5, 2022
Re: Acknowledge receipt of the two quote docket.
File Number: 2022-223
Minute Book #

Summary

Acknowledge receipt of the two quote docket for the period of January 28, 2022 through March 27, 2022 as provided for in 31-87-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of January 28, 2022 through March 27, 2022 covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the April 5, 2022 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
PAULA F PRICE ENTERPRISES RIM MCQUEEN CONTRACTING	226832	\$ 29,664.00 \$ 35,000.00	LANE LIGHT IN PAVEMENT CROSSWALK
CDW GOVERNMENT DAKTECK	226858	\$ 6,509.93 \$ 8,673.00	MONITORS FOR DISPATCH CENTER
WEBB PAINT COMPANY SMITH PAINTING AND CONTRACTING	227008	\$ 9,615.00 \$ 48,470.00	PARKS & REC BASEBALL COMPLEX PAINT AND WASH
ECOSOUTH SERVICES B CLEAN ENVIRONMENTAL WASTE PRO	227140	\$ 8,482.26 \$ 14,112.00 \$ 16,200.00	EMERGENCY DUMP & SERVICE
J & L ENTERPRISES WALTERS CONSTRUCTION COMPANY	227239	\$ 33,886.44 \$ 38,000.00	EAST SIDE PARK BASKETBALL COURT

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 226832

ITEM: LANE LIGHT IN-PAVEMENT CROSSWALK

BID #1

WINNING BID

COMPANY PAULA F PRICE ENTERPRISES, LLC

BID

AMOUNT \$29,664.00

BID #2

COMPANY RJM MCQUEEN CONTRACTING INC

BID

AMOUNT \$35,000.00

BID #3

COMPANY _____

BID

AMOUNT _____

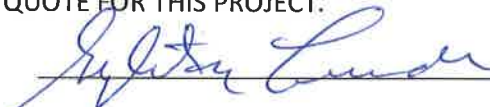
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022 Page 1 of 1

Purchase Order Number **00226832**
Purchase Order Date **02/22/2022**
Department **ENGINEERING**

FID 64-6000432

Vendor 48503
PAULA F. PRICE ENTERPRISES, LLC
507 B MARTIN TOWN ROAD
N AUGUSTA, SC 29481-3108

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
770-880-2025	RICH@PFPTEAM.COM	48503	227107	Sharon Waits	

NOTES

2-QUOTE LANE LIGHT IN-PAVEMENT CROSSWALK

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE LANE LIGHT IN-PAVEMENT CROSSWALK ON MAIN STREET GL #: 001402 - 604900	1.0000	EACH	\$29,664.0000	\$29,664.00
				\$29,664.00	

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$29,664.00
Purchase Order Total **\$29,664.00**

Paula F. Price Enterprises, LLC
(Certified Lane Light Installer)

507 W. Martin Town Road
North Augusta, SC 29841
770-880-2025 / 802-439-1448
A Woman Owned Disable Veteran Business
Email: rich@pfpteam.com

QUOTE

Date: 1/21/2022
QUOTE # 125A

To:

City of Hattiesburg
Company Name
Street Address
City, ST ZIP Code
Phone
Customer ID ABC12345

Estimator Contact	Job	Payment Terms	Due Date
rich@pfpteam.com 770-880-2025	Main St., Hattiesburg, MS	Net 30	1/21/2022

Qty	Description	Unit Price	Line Total
1	Lane Light In-pavement crosswalk 10 lights, 2 Fluted black deco poles, 8 signs, AC Controller, cabinet, epoxy, power supply, signs, cable, push buttons w/ frame.		
1	Complete installation/customer training and Certified Lane Install by Lane light approved Contractor. 5 Year product Warranty		
Total			29,664.00

Commented [RLS1]:

Subtotal	29,664.00
Sales Tax	Exempt
Total	29,664.00





WOMEN OWNED BUSINESS

MDOT CERTIFIED DBE

LADOTD CERTIFIED DBE

CERTIFICATE OF RESPONSIBILITY #03275-MC

LA BOARD OF CONTRACTORS #14034

80 RAMSEY MCQUEEN RD * COLLINS, MS 39428
PHONE 601-765-6561 * FAX 601-765-6562

**In-Road Flashing Crosswalk System
City of Hattiesburg, Mississippi**

January 19, 2021

PAY ITEM	EST. QNTY	PAY UNIT	UNIT PRICE	TOTAL	BID
In-Road Flashing Crosswalk System	1	LS	\$35,000.00	\$ 35,000.00	
				\$ -	
				\$ -	

TOTAL

\$35,000.00

Price Expiration: February 28, 2022
Delivery Date: April 22, 2022

RJM McQueen Contracting, Inc.



Christian McQueen, Vice-President

-> GRADING AND STAKING RESPONSIBILITY OF PRIME CONTRACTOR WITHIN +/- 1"
Price includes tax and bond.

CITY OF HATTIESBURG
ENGINEERING DEPARTMENT

COVER SHEET

DATE: January 19, 2021

TO: RJM-McQueen Contracting, Inc.

PHONE: 601-765-6561

EMAIL: CINDY
christian@rjmmcqueen.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Hunter White** AT **601-545-4203** IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Sharon Hensarling
Accountant, Engineering Department
601-545-4541
shensarling@hattiesburgms.com

CITY OF HATTIESBURG TWO-QUOTE BID INSTRUCTIONS

Please find attached specifications for: In-Road Flashing Crosswalk System

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: January 28, 2022

Contact Person(s): Hunter White 601-545-4203
hwhite@hattiesburgms.com

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE
PRICE EXPIRATION DATE
DELIVERY DATE

TOTAL BID PRICE
SIGNATURE OF AUTHORIZED BIDDER
DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO:

City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above. Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

SCOPE OF WORK: IN-ROAD FLASHING CROSSWALK SYSEM

City of Hattiesburg, Mississippi

Project Overview:

The procurement and installation of a lighted crosswalk system within an existing crosswalk located adjacent to:

631 Main Street, Hattiesburg, MS

Existing crosswalk spans a 40' segment of Main Street and is approximately 6' in width.

General Performance Specifications

- Minimum of ten (10) unidirectional lights, five per side
- Complete push-button activation with stations located at each entrance to crosswalk
- Applicable pedestrian crossing signage with corresponding black posts
- AC powered
- Compliant with all applicable MUTCD regulations
- System controller as required for operation

Notes:

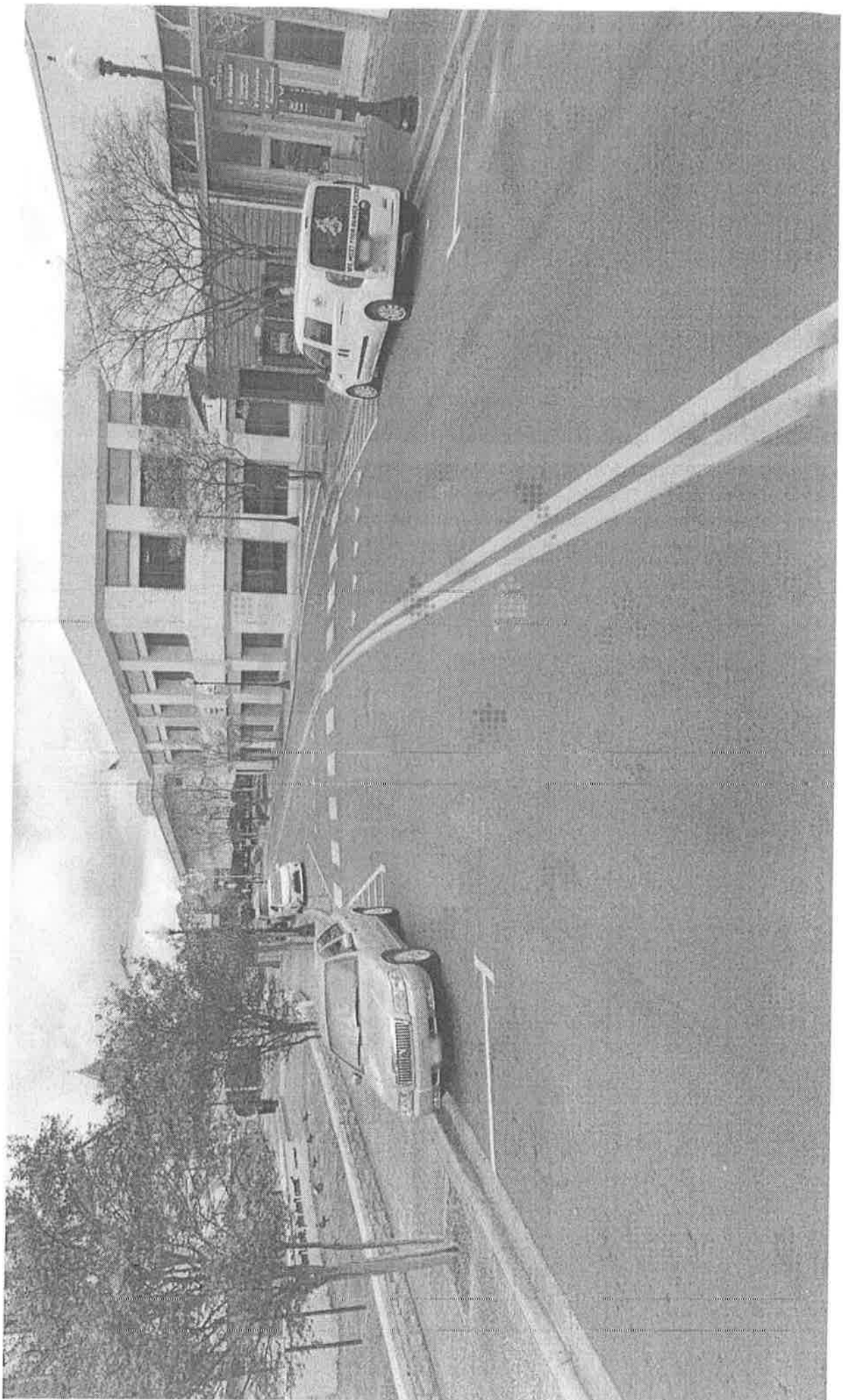
Contractor shall provide all materials, labor, and equipment to complete the project, including any materials or tools related to:

- Asphalt core/cutting
- Electrical wiring and connection
- Signage and post installation
- Epoxy
- Any other materials required for successful installation and operation

Quotes must be submitted in writing on company letterhead and include the date and signature of authorized bidder.

Bidder shall include an estimated timeline for installation.





A Woman Service Disabled Veteran Owned
Small Business

Quote

Paula F Price Enterprise, LLC. (Lane Light Certified Distributor & Installation Contractor)
507B West Martintown Road
N. Augusta, SC 29841
Phone (770) 880-2025 Cage:5HES7
Duns:8304423385

DATE: 1/21/2022
Quote # # 2022-01212

To:
City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

Quotation valid until: 05/21/202

Request for informal bid: Main St., Hattiesburg, MS

ESTIMATOR		P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
JRC			4-6 WEEKS	Best Way	Quoted	Net 30
QTY	P/N	DESCRIPTION			UNIT PRICE	AMOUNT
1	LANE LIGHTWALK CROSSWALK	10 LIGHT FLASHING CROSSWALK SYSTEM IN-PAVEMENT AC POWER, INCLUDES SIGNS , DECO FLUTED POLES, CONTROLLER, CABLE, PUSH BUTTONS, FLASHING LIGH BARS				\$35,664.00
1	INSTALLATION	INCLUDES SAW CUTS, POLE INSTALLATION, MOUNTING OF CABINET, CONTROLLER, SIGNS AND TESTING AND INSTRUCTION.				
1	AC POWER	120VAC POWER WILL BE BROUGHT TO OUR CONTROL CABINET BREAKER BY CITY OF HATTIESBURG DURING INSTALLATION PERIOD PER SCHEDULE TO BE DETERMINED.				
1	WARRANTY	5 YEAR WARRANTY ON ALL COMPONETS				
1	DELIVERY	DUE TO COMPUTER CHIP SHORTAGE AND FREIGHT DELAYS PRODUCT SHOULD BE AVAILABLE FOR INSTALLATION 4-6 WEEKS FROM DATE OF ORDER. Time will be better established at date of order.				
						</

Contact:

Rich Lolli- 770-880-2025

rich@pfpteam.com

rich.lolli@lanelight.com

www.pfpteam.com

Richard Lolli 1/21/2022

Richard Lolli

THANK YOU FOR YOUR BUSINESS!



LaneLight - ITEM Ltd.

755 Vanalman Avenue, Unit 16, Victoria BC V8Z 3B8

toll free: 866.466.4836 fax: 250.381.4830

www.LaneLight.com info@LaneLight.com

5 YEAR LIMITED WARRANTY

ITEM Ltd. warrants this product against defects in parts or material for five (5) years from the time of delivery, conditional on the installer following installation methods as specified in the LANELIGHT installation manual. This warranty does not cover consumables, labor, or freight costs.

Any warranty obligations are conditional upon the Purchaser giving immediate notice in writing of any defects that have occurred. ITEM Ltd.'s sole obligation under said warranty is to repair, or at its option, replace the defective part. The buyer shall have no other remedy. All special, incidental, and consequential damages are excluded.

Remedying defects shall not give rise to an extension of the original warranty period.

The warranty does not cover the replacement of parts subject to natural wear and tear.

The warranty shall be voided by alterations of equipment except by ITEM Ltd., or tampering with, accident, or misuse. This warranty expressly excludes all damage to these products resulting from careless or neglectful transportation.

ITEM Ltd.'s obligation shall not extend to any defects due to assembly not undertaken by ITEM Ltd., inadequate equipment, non-factory approved third party equipment, improper installation or operation conditions, maintenance, overloading of parts in excess of design values, negligent or faulty handling, or the use of inappropriate materials. Nor shall ITEM Ltd. be liable for damage due to acts of third parties, atmospheric discharges, excess voltage or chemical influences.

The warranty shall lapse immediately, and ITEM Ltd. shall in no event be responsible, for any modifications, repairs, or warranty work done without first obtaining ITEM Ltd.'s written consent.

The warranty, if in effect, shall lapse immediately, or if not yet in effect, be considered not eligible to be in effect, in the event of non-payment to ITEM or ITEM's distributor/vendor for the equipment or any part of the equipment, within the terms of sale of that equipment.

This warranty is made expressly in lieu of all other warranties, expressed or implied, including any implied warranties, merchantability, or fitness for particular purpose. No employee, agent, franchise, dealer, or other person is authorized to give any warranties of any nature on behalf of ITEM Ltd..

EXCEPT AS PROVIDED HEREIN, ITEM LTD. SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY "PRODUCT".

Notwithstanding the above limitations and warranties, ITEM Ltd.'s liability hereunder for damages incurred by the Purchaser or others shall not exceed the amount paid by the Purchaser for the particular "product" involved.

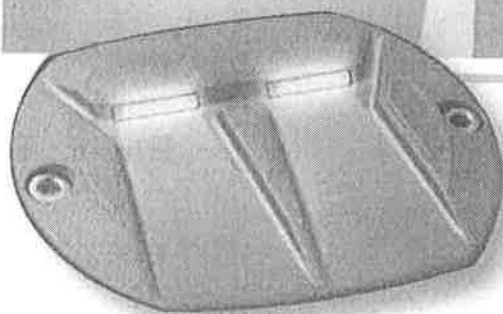


The Most Trusted Name in LED Road Warning Systems

*"Designed to target the
tunnel vision of today's
distracted driver."*



In-Road Crosswalk Systems



***School Crosswalks
Midblock Crosswalks***

**5 YEAR
WARRANTY**



www.LaneLight.com





Understanding the distracted brain

WHY DRIVING WHILE USING HANDS-FREE
CELL PHONES IS RISKY BEHAVIOR

National Safety Council

White Paper
April 2012

making our world safer®

Driving risks of hands-free and handheld cell phones



We now understand how our brains have difficulty juggling multiple cognitive tasks that demand our attention. Next we will discuss specific risks that cell phone conversations bring to driving, with an overview of crash risks and driver errors most often associated with both hands-free and handheld cell phones.

Inattention Blindness – Vision is the most important sense we use for safe driving. It's the source of the majority of information when driving. Yet, drivers using hands-free and handheld cell phones have a tendency to "look at" but not "see" objects. Estimates indicate drivers using cell phones look at but fail to see up to 50 percent of the information in their driving environment.⁴⁸ Cognitive distraction contributes to a withdrawal of attention from the visual scene, where all the information the driver sees is not processed.⁴⁹ This may be due to the earlier discussion of how our brains compensate for receiving too much information by not sending some visual information to the working memory. When this happens, drivers are not aware of the filtered information and cannot act on it.

Distracted drivers experience inattention blindness. They are looking out the windshield, but do not process everything in the roadway environment necessary to effectively monitor their surroundings, seek and identify potential hazards, and to respond to unexpected situations. Their field of view narrows.⁵⁰ To demonstrate this, Figure 4 is a typical representation of where a driver would look while not using a phone. Figure 5 shows where drivers looked while talking on hands-free cell phones.⁵¹



Figure 4. Where drivers not using a hands-free cell phone looked.
Source: Transport Canada

Drivers talking on hands-free cell phones are more likely to not see both high and low relevant objects, showing a lack of ability to allocate attention to the most important information.⁵² They miss visual cues critical to safety and navigation. They tend to miss exits, go through red lights and stop signs, and miss important navigational signage.⁵³ Drivers on cell phones are less likely to remember the content of objects they looked at, such as billboards. Drivers not using cell phones were more likely to remember content.⁵⁴

The danger of inattention blindness is that when a driver fails to notice events in the driving environment, either at all or too late, it's impossible to execute a safe response such as a steering maneuver or braking to avoid a crash.⁵⁵

To explore how cell phone use can affect driver visual scanning, Transport Canada's Ergonomics Division tracked the eye movements of drivers using hands-free phones, and again when these drivers were not on the phone. The blue boxes in Figures 4 and 5 show where drivers looked.⁵⁶ In addition to looking less at the periphery, drivers using hands-free phones reduced their visual monitoring of instruments and mirrors, and some drivers entirely abandoned those tasks. At intersections, these drivers made fewer glances to traffic lights and to traffic on the right. Some drivers did not even look at traffic signals.⁵⁷

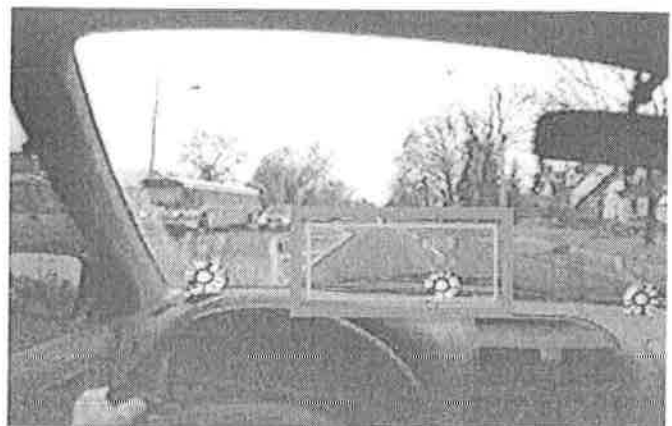
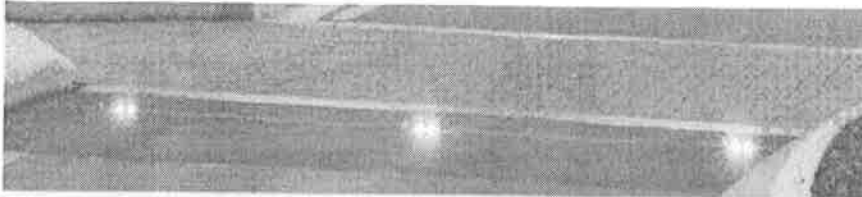


Figure 5. Where drivers using a hands-free cell phone looked.
Source: Transport Canada



LaneLight

Nothing compares to a LaneLight IRWL crosswalk system in the eyes of a distracted driver.



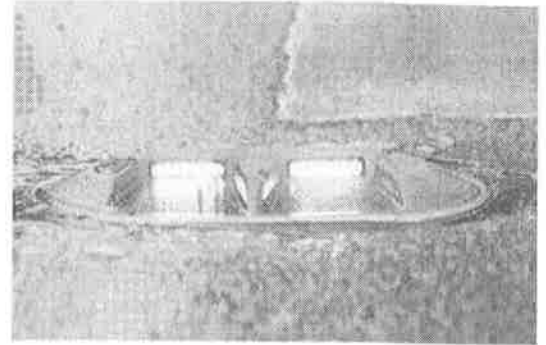
IN-PAVEMENT LED LIGHTED CROSSWALKS

The LaneLight system creates a barrier of bright flashing lights directly in the drivers line of sight.

- Ideal for mid-block crosswalks
- Industry leading ultra-bright > 3.5 million candela / m² output
- 3000 foot daytime visibility
- Targets the tunnel vision of a distracted driver
- Low Profile: Snowplow Safe / Bicycle Safe
- Standard or enhanced flash patterns
- Passive activation options available
- Solar or AC power configurations
- Self cleaning design / Near Zero maintenance

MUTCD Compliant / FDOT Approved

5 YEAR Warranty



Intelligent Traffic Equipment Marketing Ltd. Unit 16 - 755 Vanalman Avenue
Victoria, BC V8Z 3B8 Canada

USA : 1-770-880-2025 Southeast Office, Atlanta, Georgia

Email: salesusa@lanelight.com





NAME:
Paula F. Price Lane Light

PROJECT:
Hattiesburg

DATE:

CL1

LUMINAIRE BASE AND POLE



SPECIFICATIONS

Base

CL1 Series
Height: 33"
Width: 12"

Holder

3" OD Pole Capacity

Fasteners

Stainless Steel

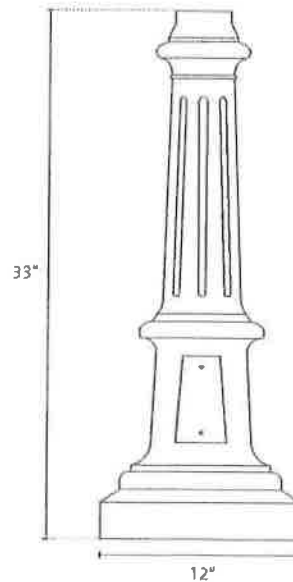
Finish

Polyester Powder-Coat Electrostatically
Applied & Thermocured

Pole

.125" Wall Extruded Aluminum

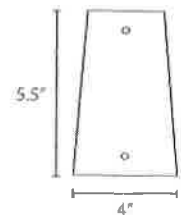
DIMENSIONS



Base Footprint
Circular base pattern requiring
three (3) 1/2" anchor bolts



Access Door



ORDERING

BASE	HEIGHT	STYLE
CL1		
	0 9'4"	S Smooth
	1 10'4"	F Fluted
	2 11'4"	
	3 12'4"	
	4 13'4"	
	5 14'4"	

CITY OF HATTIESBURG
ENGINEERING DEPARTMENT
COVER SHEET

DATE: January 19, 2021

TO: LaneLight Traffic Technologies, Inc.

PHONE: 770-880-2025

EMAIL: rich.lolli@lanelight.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Hunter White** AT **601-554-1001** IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Sharon Hensarling
Accountant, Engineering Department
601-545-4541
shensarling@hattiesburgms.com

CITY OF HATTIESBURG

TWO-QUOTE BID INSTRUCTIONS

Please find attached specifications for: In-Road Flashing Crosswalk System

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: January 28, 2022

Contact Person(s): Hunter White 601-545-4203
hwhite@hattiesburgms.com

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE
PRICE EXPIRATION DATE
DELIVERY DATE

TOTAL BID PRICE
SIGNATURE OF AUTHORIZED BIDDER
DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above. Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

SCOPE OF WORK: IN-ROAD FLASHING CROSSWALK SYSEM

City of Hattiesburg, Mississippi

Project Overview:

The procurement and installation of a lighted crosswalk system within an existing crosswalk located adjacent to:

631 Main Street, Hattiesburg, MS

Existing crosswalk spans a 40' segment of Main Street and is approximately 6' in width.

General Performance Specifications

- Minimum of ten (10) unidirectional lights, five per side
- Complete push-button activation with stations located at each entrance to crosswalk
- Applicable pedestrian crossing signage with corresponding black posts
- AC powered
- Compliant with all applicable MUTCD regulations
- System controller as required for operation

Notes:

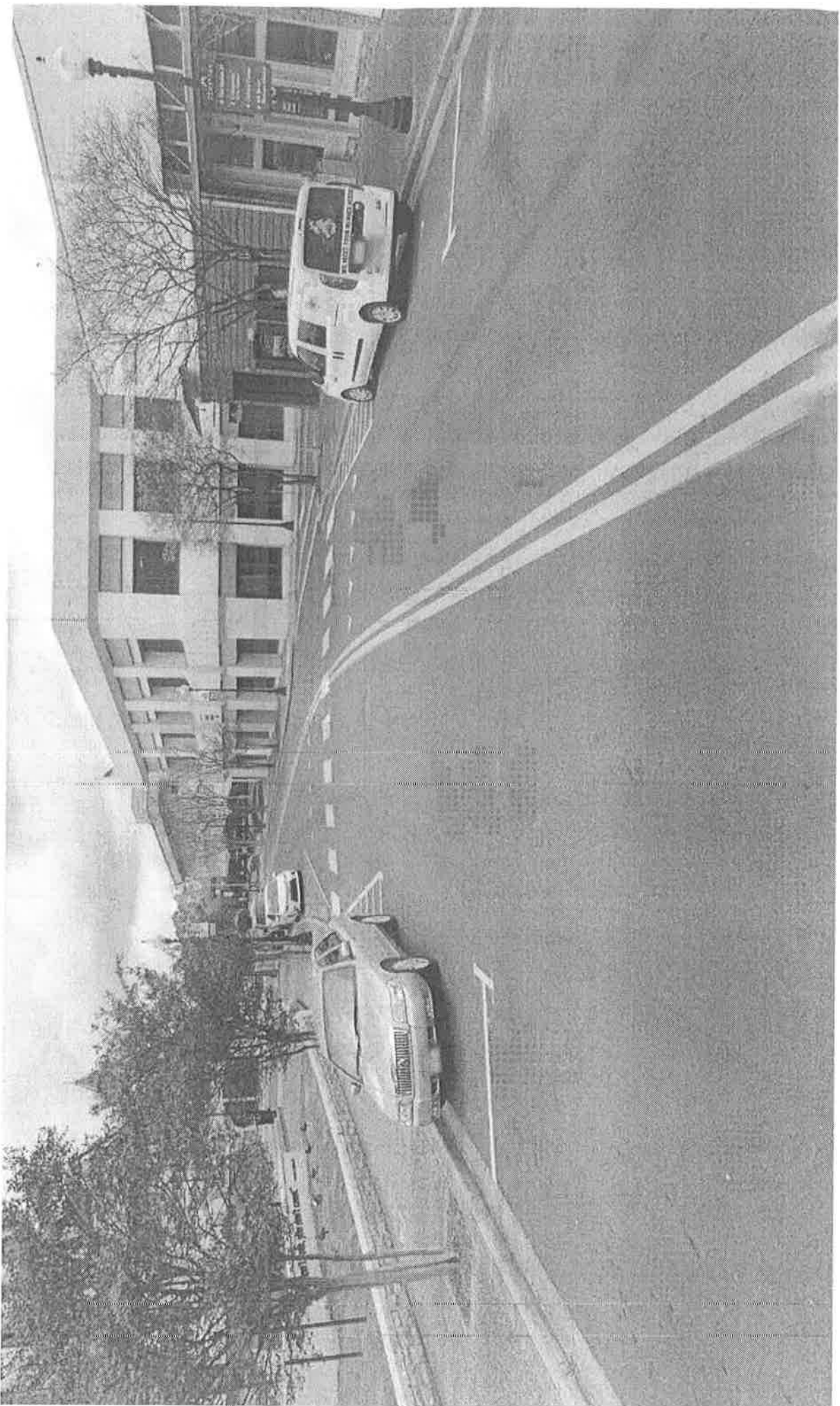
Contractor shall provide all materials, labor, and equipment to complete the project, including any materials or tools related to:

- Asphalt core/cutting
- Electrical wiring and connection
- Signage and post installation
- Epoxy
- Any other materials required for successful installation and operation

Quotes must be submitted in writing on company letterhead and include the date and signature of authorized bidder.

Bidder shall include an estimated timeline for installation.





CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 226858

ITEM: MONITORS FOR DISPATCH CENTER

BID #1

WINNING BID

COMPANY C D W GOVERNMENT

BID

AMOUNT \$6,509.93

BID #2

COMPANY DAKTECH

BID

AMOUNT \$8,673.00

BID #3

COMPANY _____

BID

AMOUNT _____

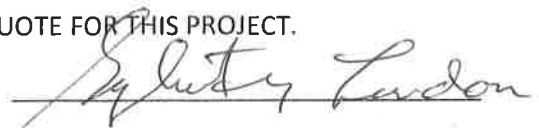
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1006
300 Klondyke St
Hattiesburg, MS 39401

Purchase Order Number **00226858**

Purchase Order Date **02/23/2022**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor 2383
C D W GOVERNMENT
120 S RIVERSIDE
CHICAGO, IL 60606-3913

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	ALYSMCA@CDWG.COM	2383	227139	Destiny Jackson	

NOTES

MONITORS FOR DISPATCH CENTER-HPD

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SAMSUNG C49HG90DMN-CHG9 SERIES PART#C49HG90DM QUOTE#MPSQ807 GL #: 001100 - 508000	7.0000	EACH	\$929.9900	\$6,509.93
					\$6,509.93

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$6,509.93

Purchase Order Total \$6,509.93

QUOTE CONFIRMATION



DEAR ROBERT FRIEND,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MPSQ807	2/9/2022	SAMSUNG MONITORS	267010	\$6,509.93

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Samsung C49HG90DMN - CHG9 Series - QLED monitor - curved ~ 49"	7	4685000	\$929.99	\$6,509.93
Mfg. Part#: C49HG90DMN				
UNSPSC: 43211902				
Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				

PURCHASER BILLING INFO		SUBTOTAL	\$6,509.93
Billing Address: CITY of HATTIESBURG ACCTS PAYABLE PO Box 1898 Hattiesburg, MS 39403-1898 Phone: (601) 545-4513 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$6,509.93
		DELIVER TO Shipping Address: CITY OF HATTIESBURG INFORMATION TEC 200 FORREST ST FL 1 HATTIESBURG, MS 39401-3451 Shipping Method: UPS Freight LTL, Special Services	
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Alyssa McArthur-Guzman	(877) 621-3156	alysmca@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$6,509.93	\$182.86/Month	\$6,509.93	\$208.90/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.



CITY OF HATTIESBURG

HATTIESBURG POLICE DEPARTMENT

COVER SHEET

DATE: 2/9/22

TO: ALYSSA MCARTHUR-GUZMAN

PHONE: 877.621.3156

EMAIL: ALYSMCA@CDWG.COM

**PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.**

THANK YOU,

**DESTINY MCGINTY
PURCHASING MANAGER
601.545.4506**

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: **City of Hattiesburg**
 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
02.14.22**

CONTACT PERSON(S): Destiny McGinty Telephone Number 601.545.4506

**SPECIFICATION FOR: (7) SAMSUNG C49HG90DMN 49" CURVED QUANTUM DOT
LED LCD MONITORS, HDMI/DISPLAY PORT/MINI DISPLAYPORT**

- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR ROBERT FRIEND,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MPST289	2/9/2022	ASUS MONITORS	267010	\$2,593.07

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ASUS VA24DQ - LED monitor - Full HD (1080p) - 23.8"	14	6163442	\$157.70	\$2,207.80
Mfg. Part#: VA24DQ				
Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				

PURCHASER BILLING INFO		SUBTOTAL	\$2,207.80
Billing Address: CITY OF HATTIESBURG ACCTS PAYABLE PO Box 1898 Hattiesburg, MS 39403-1898 Phone: (601) 545-4513 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$385.27
		SALES TAX	\$0.00
		GRAND TOTAL	\$2,593.07
DELIVER TO		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF HATTIESBURG ROBERT FRIEND 200 FORREST ST FL 1 HATTIESBURG, MS 39401-3451 Shipping Method: UPS Freight LTL, Special Services			

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Alyssa McArthur-Guzman	(877) 621-3156	alysmca@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Buy From DakTech.
Buy With Confidence.
DakTech Quote

Quote Valid for 14 Days From Date of Receipt

Prepared for City of Hattiesburg

Machine Type

Number QUO-11519-Y5T7F5

Details

Product

Quantity

C49HG90DMN Samsung 49" Curved Quantum Dot LED LCD Monitor, HDMI/DisplayPort/ Mini DisplayPort @ \$1,239.00 Each x
7 = \$8,673.00

7.00

Number of Units

7

Approved Price/ Unit

\$1,239.00

Total Sales Tax

\$0.00

Total Freight

Shipping Included

Total Amount

\$8,673.00

DakTech SalesPerson

Email Address

Fax Number

Phone

Mike Tupa

mtupa@daktech.com

701 282-9690

888-761-8540

CITY OF HATTIESBURG

HATTIESBURG POLICE DEPARTMENT

COVER SHEET

DATE: 2/9/22

TO: MIKE TUPA

PHONE: 701.282.9690

EMAIL: MTUPA@DEKTECH.COM

DAKTECH.COM

**PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.**

THANK YOU,

**DESTINY MCGINTY
PURCHASING MANAGER
601.545.4506**

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: **City of Hattiesburg**
 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
02.14.22**

CONTACT PERSON(S): Destiny McGinty Telephone Number 601.545.4506

**SPECIFICATION FOR: (7) SAMSUNG C49HG90DMN 49" CURVED QUANTRUM DOT
LED LCD MONITORS, HDMI/DISPLAY PORT/MINI DISPLAYPORT**

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227008

ITEM: P&R TATUM BB COMPLEX-TWO QUOTE PAINT AND WASH

BID #1

WINNING BID

COMPANY JAMES C WEBB SR WEBBS PAINT COMPANY

BID

AMOUNT \$9,615.00

BID #2

COMPANY SMITH PAINTING AND CONTRACTING INC

BID

AMOUNT \$48,470.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 9998
NON APPLICABLE

Purchase Order Number **00227008**

Purchase Order Date **03/04/2022**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 4609
JAMES C WEBB SR
WEBBS PAINT COMPANY
36 JOYCELYN DR
MOSELLE, MS 39459

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JAMESWEBB0321@GMAIL.COM	4609	227311	Akira Lewis	

NOTES

P&R TATUM BB COMPLEX-TWO QUOTE PAINT & WASH

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TATUM BASEBALL LABOR TO PRESSURE WASH ALL INTERIOR CONCRETE, BENCHES, BLEACHERS, DUGOUTS, AND CONCESSION STAND. REPAINT TWO 4X4 POST AT THE ENTRANCE OF COMPLEX. REPAINT ENTIRE FENCE BLACK, AND REPAINT SPONSOR LETTERS AS DESCRIBED IN BID GL #: 002300 - 699900	1.0000	EACH	\$9,615.0000	\$9,615.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$9,615.00

Purchase Order Total \$9,615.00



MASTIN
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Howard Prigoda

COUNCIL - WARD THREE
Curtis Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: JAMES WEBB

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 2/28/22

This is a request to bid on the pressure washing and painting project at the Tatum Baseball Complex located at 101 Parkway Blvd. Vendor will be required to supply all material and labor. Vendor must have commercial equipment to perform all duties. Vendor must complete a walk-through of facility prior to submitting this bid. All work must be completed before March 21, 2022 if the weather permits:

1. Labor to pressure wash all interior concrete
2. Labor to pressure benches, bleachers, dugouts, and the concession stand
3. Labor to repaint two 4x4 post at the entrance of complex
4. Labor to repaint entire fence in the color black
5. Labor to re-letter the following sponsor names on the fence: "Bobby Myrick" "Grand Bank" "UFW" "Lee Field" "Warren Paving"

Total Price: 9615⁰⁰

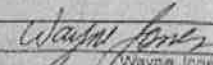
PLEASE RETURN THIS BID BY MARCH 1, 2022 TO SLOLNDON@HATTIESBURGMS.COM

Vendor Signature:



London, Sylvester

From: Wayne Jones <wayne.jones56@icloud.com>
Sent: Thursday, March 03, 2022 5:59 PM
To: London, Sylvester

Proposal			
Smith Painting and Contracting, Inc. 652 West 4th Street Hattiesburg, Mississippi 39401-4174 Phone (601) 563-8157 • Fax (601) 544-3508			
PROPOSAL SUBMITTED TO City of Hattiesburg		PHONE	DATE 3/1/22
CITY, STATE AND ZIP CODE		JOB NAME Tatum Baseball Complex	
PROJECT		JOB LOCATION 101 Parkway Blvd.	
DATE OF PLANS		Hattiesburg, MS	JOB PHONE
I hereby submit specifications and estimates for:			
Furnishing the necessary labor, equipment, materials, and insurance to complete the work listed below on the above referenced project.			
ITEMS OF WORK:			
1. Paint fences on all 5 fields & refresh names painted on each field (note: fence goes black)			
2. Wash all bleachers.			
3. Wash all dugouts.			
4. Wash both large and small buildings (concession stand)			
5. Repaint two 4x4 post at entrance			
6. Wash all concrete including exposed aggregate			
PRICE: \$48,470.00			
We Propose hereby to furnish material and labor --- complete in accordance with above specifications, for the sum of:			
AS NOTED ABOVE		dollars (\$ _____)	
Payments to be made as follows:			
NET 30 Days			
I warrant it is provided to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications including extra work will be executed only upon written orders, and not liable for extra charges over and above the estimate. All agreements concerning quantities, additions or delays beyond our control. Owner to provide all permits and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.			
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The work will be completed on or before the date of:		Authorized Signature  Wayne Jones Note: This proposal may be withdrawn by us if not accepted within 30 days.	

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227140

ITEM EMERGENCY DUMP AND SERVICE

BID #1

WINNING BID

COMPANY ECOSOUTH SERVICES

BID

AMOUNT \$8,482.26

BID #2

COMPANY B CLEAN ENVIRONMENTAL LLC

BID

AMOUNT \$14,112.00

BID #3

COMPANY WASTE PRO USA

BID

AMOUNT \$16,200.00

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1005
200 Forrest St - 3rd Floor
Hattiesburg, MS 39401

Vendor 48594
ECOSOUTH SERVICES
108 NEHI ROAD
ELLISVILLE, MS 39437

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00227140**
Purchase Order Date **03/14/2022**
Department **MAYOR ADMIN**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
---------------------	--------------	---------------	--------------------	------------	--------------------

CRAIG.BRYAN@ECOSOUTHSERVICES.NET	48594	227471	Archie Brewton
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NOTES

TWO QUOTE/EMERGENCY DUMP AND SERVICE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE/ EMERGENCY DUMP AND SERVICES GL #: 001220 - 604900	6.0000	EACH	\$1,413.7100	\$8,482.26

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$8,482.26

Purchase Order Total \$8,482.26

001220-6044

227119



City of Hattiesburg
Attn: Ann Jones, Chief Administrative Officer
PO Box 1898
Hattiesburg, MS 39403

3-8-22

Ms. Jones,

Thank you for your consideration of Ecosouth Services to help with the cleanup of Plantation Place apartment complex.

For 6-8yards, 2 times per week. We would like \$1149.36 per month for 6 months. We would also like to be able to get some Fuel Recovery Fee which stands today at 23%. Making the total invoice today to be \$1413.71 per month for 6 months. Please allow that fuel is a major part of our cost and that any further significant increases in the price of fuel may affect the invoice total.

Please feel free to call me with any questions regarding service and price. We are good to proceed with an email confirmation.

Thanks again for your consideration of Ecosouth Services.

Kindest Regards,
Craig Bryan
General Manager, Hattiesburg Division
Craig.Bryan@ecosouthservices.net

A handwritten signature in dark ink, appearing to read "Craig Bryan", written over a light blue grid background.

251-727-2501

108 Nehi Road
Ellisville, MS 39437

CC: Joe Burkel, CEO, Ecosouth Services



Jones, Ann

From: Craig Alexander Bryan II <CRAIG.BRYAN@ecosouthservices.net>
Sent: Tuesday, March 8, 2022 11:56 AM
To: Jones, Ann
Cc: Joe Burkel; Tim Hesser; Rex Wayne Hulsey
Subject: Plantation place

Ms. Jones,

Thank you for your consideration of Ecosouth Services to help with Plantation place apartment complex.

For 6-8yards, 2 times per week. We would like \$1149.36 per month for 6 months. We would also like to be able to get some Fuel Recovery Fee which stands today at 23%. Making the total invoice today to be \$1413.71 per month for 6 months. Please allow that fuel is a major part of our cost and that any further significant increases may effect the invoice total.

Please feel free to call me with any questions regarding service and price. We are good to proceed with an email confirmation.

Thanks again for your consideration of Ecosouth Services.

Kindest Regards,
Craig Bryan
General Manager, Hattiesburg Division
Craig.Bryan@ecosouthservices.net

251-727-2501

B Clean Environmental, LLC

Post Office Box 1084
Laurel, MS 39441
(601) 399-4943

Proposal

Proposal Date: 3/8/2022**Proposal #:** 46**Project:****Bill To:**

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403
Annjones@hattiesburgms.com

Description	Est. Hours/Qty	Rate	Total
8 YARD FLAT serviced 2 x week	8	240.00	1,920.00
DELIVERY one time fee	8	27.00	216.00
PICK-UP one time fee	8	27.00	216.00
ADDITIONAL SERVICE \$27 per service if applicable			0.00
Service location: 100 Ellis Drive, Hattiesburg, MS 39401			
Total			\$2,352.00

Jones, Ann

From: Karl McCarthy <kmccarthy@wasteprousa.com>
Sent: Tuesday, March 8, 2022 2:09 PM
To: Jones, Ann
Subject: FW: Plantation place

Ann,

Please see the attached quote

6-8 yards 2x week

\$2,700 a mth

Karl McCarthy
Division Manager
601-620-9616
Hattiesburg- Natchez-Laurel, Ms
kmccarthy@wasteprousa.com

Carolyn Head
Fence plant trees/shrubs

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227239

ITEM: EAST SIDE PARK BASKETBALL COURT

BID #1

WINNING BID

COMPANY J & L ENTERPRISES

BID

AMOUNT \$33,886.44

BID #2

COMPANY WALTERS CONSTRUCTION COMPANY INC

BID

AMOUNT \$38,000.00

BID #3

COMPANY _____

BID

AMOUNT _____

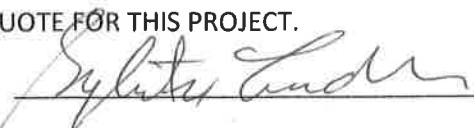
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00227239**
Purchase Order Date **03/22/2022**
Department **ENGINEERING**

FID 64-6000432

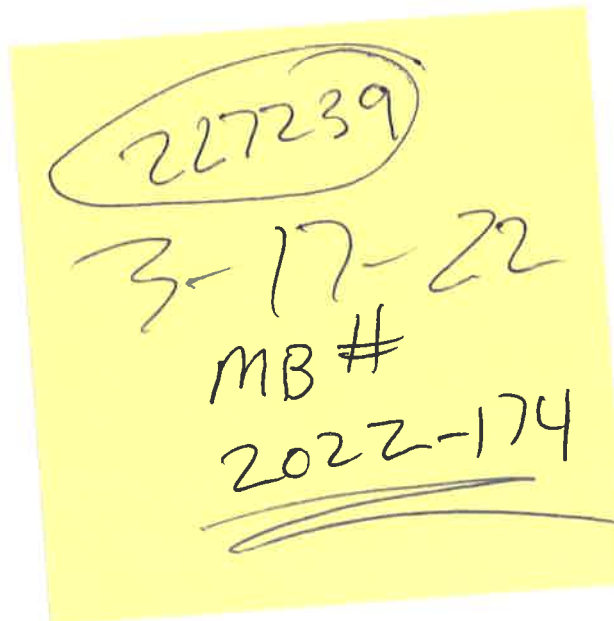
Vendor 48501
J & L ENTERPRISES
1212 SIMPSON HWY 49
MAGEE, MS 39111-2961

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	LANCEPEARSON64@YAHOO.COM	48501	227596	Sharon Waits	

NOTES

2-QUOTE EAST SIDE PARK BASKETBALL COURT

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE FOR PAVING OF EAST SIDE PARK BASKETBALL COURT GL #: 086300 - 7295PR	1.0000	EACH	\$33,886.4400	\$33,886.44



SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$33,886.44

Purchase Order Total \$33,886.44



J&L Enterprises

www.jandlenterprisesinc.com
1212 Simpson Hwy 49
Magee, MS 39111

DATE 3/17/2022 ATT CITY OF HATTIESBURG / SHARON HENSARLING ENG DEPT

PROJECT REPAVING OF EAST SIDE BASKETBALL COURT

PRICE INCLUDES ALL MATERIAL LABOR AND EQUIPMENT AND CONTRACTOR TAX

INSTALLING BASE ON 2 INCH DIGOUT AND OVERLAYING 1 1/2 SURFACE ON COURT.
STRIPING INCLUDED IN LUMP SUM PRICE . TOTAL PRICE \$33,886.44

PRICE GOOD THRU 7/31/2022

CAN BE COMPLETED IN MONTH OF APRIL 2022 WITH WEATHER PERMITTING
COMPANY JAND L ENTERPRISES / OWNER LANCE PEARSON

Lance Pearson



CITY OF HATTIESBURG
ENGINEERING DEPARTMENT
COVER SHEET

DATE: March 11, 2022

TO: J & L Enterprises

PHONE: 601-906-0501

EMAIL: Lancepearson64@yahoo.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Sid Gonsoulin** AT **601-818-4121** IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Sharon Hensarling
Accountant, Engineering Department
601-545-4541
shensarling@hattiesburgms.com

CITY OF HATTIESBURG
TWO-QUOTE BID INSTRUCTIONS

Please find attached specifications for: Repaving East Side Park Basketball Court

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: March 17, 2022

Contact Person(s): Sid Gonsoulin 601-554-1002 or 601-818-4121

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE
PRICE EXPIRATION DATE
DELIVERY DATE

TOTAL BID PRICE
SIGNATURE OF AUTHORIZED BIDDER
DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above.

Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

Specifications for Repaving of East Side Park Basketball Court

Contractor shall repave and add asphalt paving to the basketball court that reflects dimensions as depicted on the drawing attached. The current basketball court is located within East Side Park. The overall thickness of the entire court area should not be less than 3 ½ inches.

The quote should include separate costs for:

- 1) Repaving and paving of the asphalt basketball court, and
- 2) Installing the lines for a basketball court with the interior dimension of 84' X 50' (a regulation high school size court). The paint for the lines shall be consistent as used for lining parking lots and streets. All basketball lines shall be white in color.

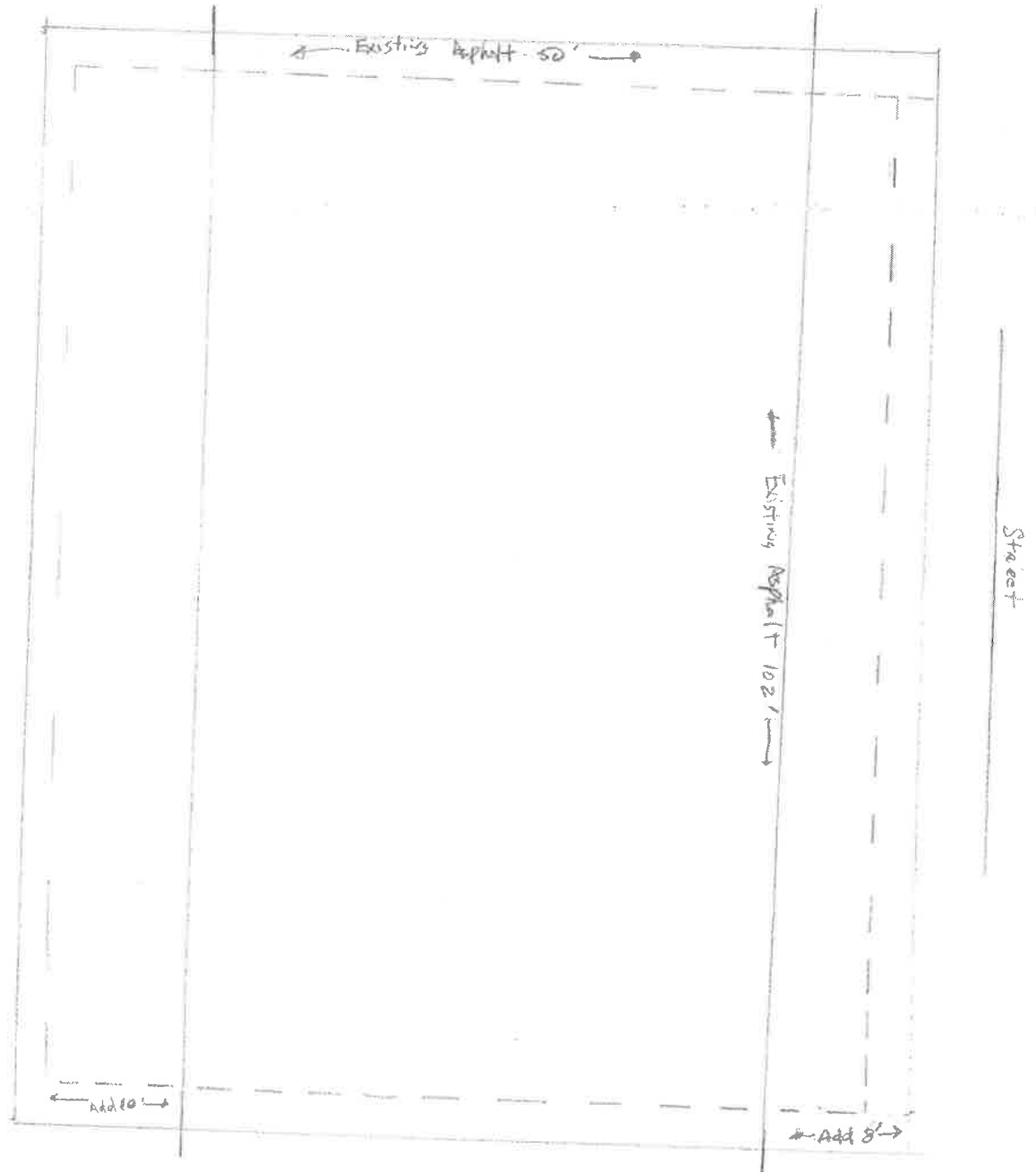
Current dimension of asphalt is: 102' long X 50' wide. Finished dimensions should be 102' long X 68' wide. See drawing for widths outside current asphalt.

Note: Deadline for bids is: Thursday, March 17 by 5 PM. Bid should include estimated time table to start and complete the entire project.

All questions should be directed to: Sid Gonsoulin, Project Manager.

Email: sgonsoulin@hattiesburgms.com or cell- 601-818-4121.

--- New concrete 12" inside edge of New Asphalt Pad



Existing Asphalt Pad 50' X 102'

Expand Asphalt Pad to 60' X 102'

Asphalt Base 2"
 Asphalt Overlay 1 1/2" } total 3 1/2 inches

WALTERS CONSTRUCTION COMPANY, INC.

2051 Highway 84 East - Laurel, Ms. 39443
Phone 601-428-5515 - Fax 601-425-5334
scottie@waltersconstructionco.com

QUOTE

To: City of Hattiesburg

Date: March 14, 2022

Fax:
Phone:

Scottie Walters
President

Job: **Eastside Park Basketball Court**
Hattiesburg, MS

Item	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Asphalt Paving asphalt paving per attached Scope of Work provided by City of Hattiesburg	1.00	LS		\$35,000.00
2	Stripping	1.00	LS		\$3,000.00
TOTAL					\$38,000.00

PROPOSAL CONDITIONS

Price Includes:

1. items as listed above,
2. 1 mobilization included, any additional mobilizations will be @ \$2,750.00 each.

Price Excludes:

1. removal and replacement of any unsuitable existing material (other than specified),
2. bond,
3. testing,
4. no sealer priced,
5. any items not listed above.

Additional Notes and Pricing:

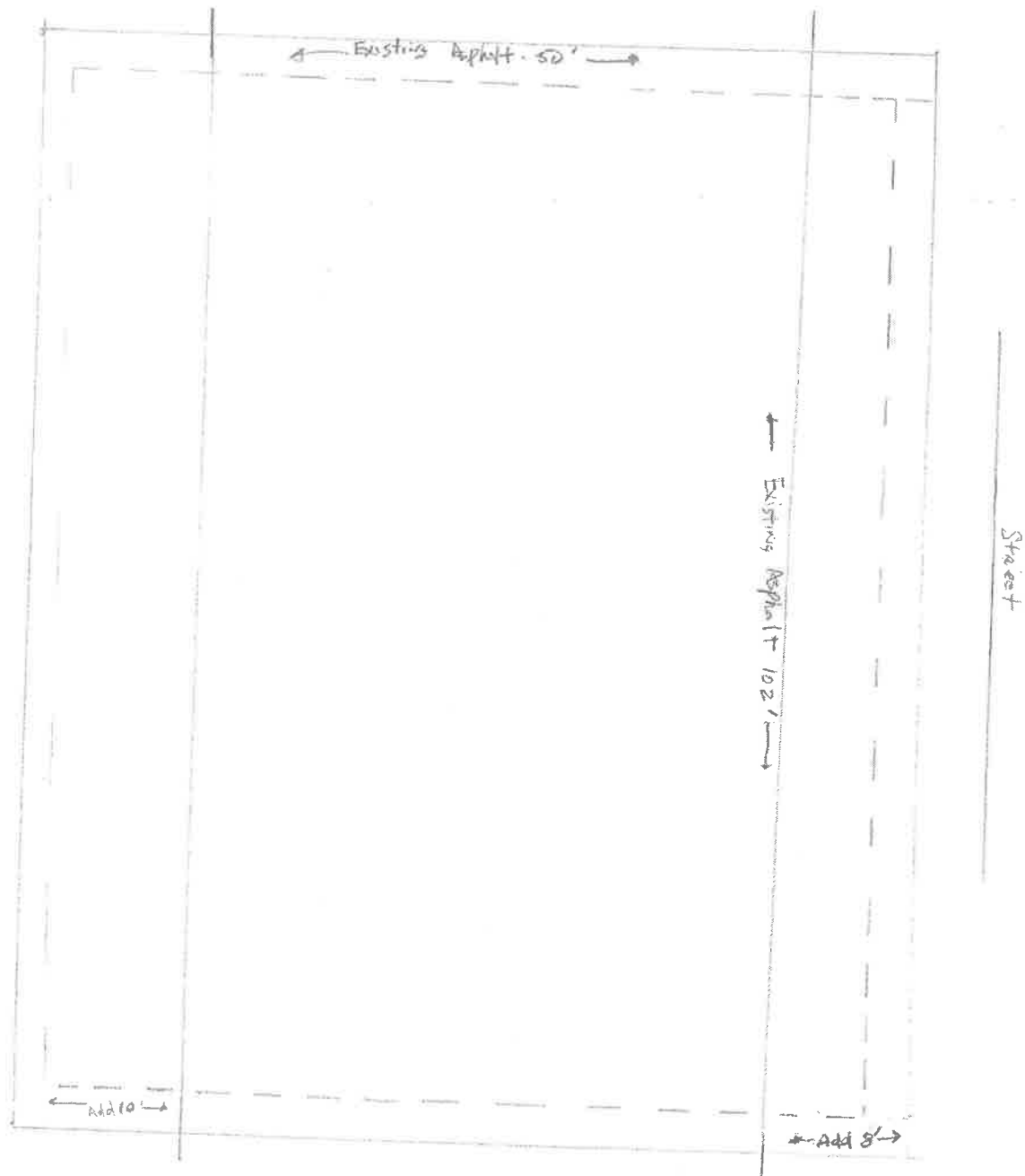
1. We appreciate the opportunity to bid your project and look forward to working with you on any future projects.
2. Quote is based on: Scope of Work provided by City of Hattiesburg.
3. Quoted price is good for 10 days after proposal dated and maybe with drawn if not accepted within a reasonable time determined by Walters Construction Co., Inc.
4. Delivery date is subject to when the project would be awarded.
5. All items on the above Quote and Proposal Conditions will become part of the contract/subcontract.

Acceptance of Proposal- The above prices, specifications and proposal conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.


Authorized Signature

Date of Acceptance: _____

Acceptance Signature



Existing Asphalt Pad 50' X 102'
 Expand Asphalt Pad to 60' X 110'

Asphalt Base 2"
 Asphalt Overlay 1 1/2" } total 3 1/2 inches

--- New 12" inside edge of New Asphalt Pad

CITY OF HATTIESBURG
ENGINEERING DEPARTMENT
COVER SHEET

DATE: March 11, 2022

TO: Walters Construction Co., Inc.

PHONE: 601-433-2952

EMAIL: scottie@waltersconstructionco.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Sid Gonsoulin** AT **601-818-4121** IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Sharon Hensarling
Accountant, Engineering Department
601-545-4541
shensarling@hattiesburgms.com

**CITY OF HATTIESBURG
TWO-QUOTE BID INSTRUCTIONS**

Please find attached specifications for: Repaving East Side Park Basketball Court

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: March 17, 2022

Contact Person(s): Sid Gonsoulin 601-554-1002 or 601-818-4121

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE	TOTAL BID PRICE
PRICE EXPIRATION DATE	SIGNATURE OF AUTHORIZED BIDDER
DELIVERY DATE	DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO:

City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above.

Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

Specifications for Repaving of East Side Park Basketball Court

Contractor shall repave and add asphalt paving to the basketball court that reflects dimensions as depicted on the drawing attached. The current basketball court is located within East Side Park. The overall thickness of the entire court area should not be less than 3 ½ inches.

The quote should include separate costs for:

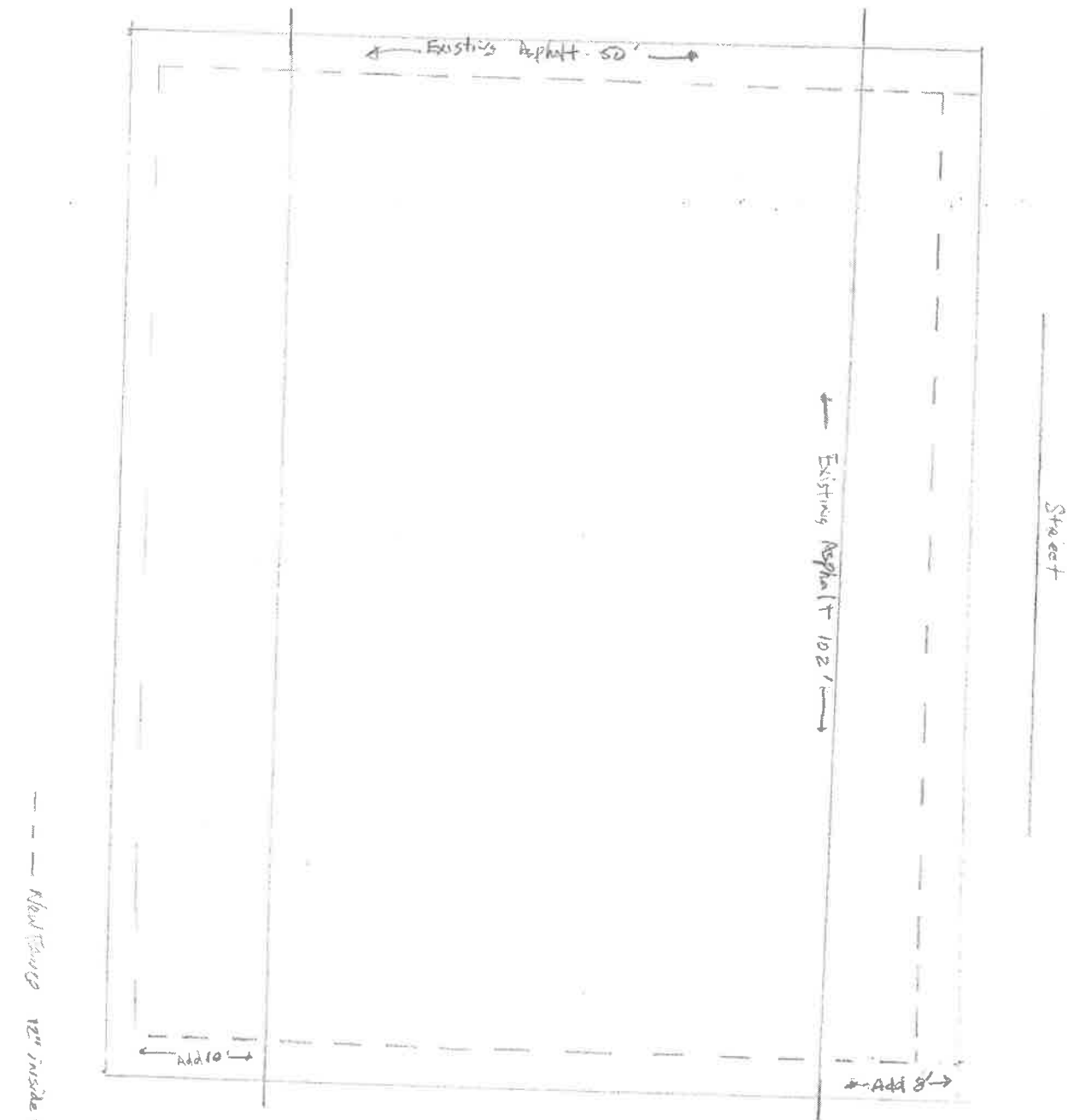
- 1) Repaving and paving of the asphalt basketball court, and
- 2) Installing the lines for a basketball court with the interior dimension of 84' X 50' (a regulation high school size court). The paint for the lines shall be consistent as used for lining parking lots and streets. All basketball lines shall be white in color.

Current dimension of asphalt is: 102' long X 50' wide. Finished dimensions should be 102' long X 68' wide. See drawing for widths outside current asphalt.

Note: Deadline for bids is: Thursday, March 17 by 5 PM. Bid should include estimated time table to start and complete the entire project.

All questions should be directed to: Sid Gonsoulin, Project Manager.

Email: sgonsoulin@hattiesburgms.com or cell- 601-818-4121.



Existing Asphalt Pad 50' X 102'

Expanded Asphalt Pad to 60' X 102'

Asphalt Base 2"
 Asphalt Overlay 1 1/2" } total 3 1/2 inches



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Jennifer Shows, Grants Coordinator

cc: Kermas Eaton, City Clerk

Date: Tuesday, April 5, 2022

Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}
File Number: 2022-225
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}

Recommendation Statement

I recommend issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum

Please place this on the April 5, 2022 City Council meeting for consideration.



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Rental Rehab	104 DonaldSt	09	March 24, 2022

Quantity	Description	Unit Price	Total
1	6th Draw Request for 104 Donald Street Hattiesburg, MS 39401 Installed Receptacles Painted Doors Interior/Exterior Installed laminate flooring All Base Boards Painted All Windows Cased and Painted	1	
			\$4,000.00

RECEIVED
3/25/22

\$30

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

my

3/24/2022 12:41 PM

Rehabilitation Funds

4800588434

Handwritten: 1013

BREAKTHROUGH COMMUNITY SERVICES
HOME REHABILITATION FUNDS
TAX ID 871-1876092
1312 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

Trustmark
Member Bank

1013
NUMBER
1013

DATE
03/15/2022

AMOUNT
4,000.00

FOUR THOUSAND DOLLARS AND NO CENTS

PAY TO THE ORDER OF
Jerry Arrington
15 Old Airport Rd Apt 601
Hattiesburg MS 39401

Handwritten: For: Draw B Donald Street project

Handwritten: [Signature]

⑈001013⑈ ⑈065300279⑈ ⑈4800588434⑈

Handwritten: 1013

Handwritten: 03/17/2022

Handwritten: 0332859315

Handwritten: 065300279

Handwritten: Trustmark Hattiesburg

Handwritten: 2022-03-17

Handwritten: 0333069515

☐ CHECK HERE AFTER
POSTAL OR REMOTE DEPOSIT DATE

Handwritten: [Signature]

Amount: \$-4,000.00

Statement Description: CASHED CHECK #1013

Check Number: 1013

Posted Date: 3/17/2022

Type: Debit

Status: Posted



INVOICE

Community Connection, Inc.
215 Mobile Street
Hattiesburg, MS 39401
601.261.0820

Invoice No: 03092022_5213 S 11th
Date: 03.09.2022

Petra Wingo, Division Manager
City of Hattiesburg Urban Development - Community Development
P.O. Box 1898
Hattiesburg, MS 39401

Job Site: 213 South 11th Ave

Balance Owed to CCI

\$ 12,872.00

GRAND TOTAL as 2/10/2022

\$ 12,872.00

3/11/22
PAID

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Jennifer Shows
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: April 5, 2022

The following request for payment is being submitted for approval during the City Council's April 5, 2022 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Ardesia Eaton
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 1413 Arledge Street
Amount Requested: \$660.00
Purpose of Request: Temporary relocation (03/18/22 – 04/08/22)

Recipient: Community Connections, Inc
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$12,872.00
Purpose of Request: Rehabilitation – FINAL PAYMENT

Recipient: Breakthrough Community Services
Activity: CHDO/Substantial Rehabilitation
Program: HOME
Project Site: 104 Donald Street
Amount Requested: \$4,000.00
Purpose of Request: Reimbursement



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, April 5, 2022

Re: Approve the City's purchase of (2) two grave spaces, located in the Northwest Quarter (NW 1/4), of Lot 72, Section 24, at Highland Cemetery, Minute Book # 2011-5, Page 598-601, in the amount of \$ 350.00, from David E. & Mary M. Bast, Authorize manual check for the same.
File Number: 2022-216
Minute Book #

Summary

Approve the City's purchase of (2) two grave spaces, located in the Northwest Quarter (NW 1/4), of Lot 72, Section 24, at Highland Cemetery, Minute Book # 2011-5, Page 598-601, in the amount of \$ 350.00, from David E. & Mary M. Bast, Authorize manual check for the same.

Recommendation Statement

I am recommending approval of the City's purchase of (2) two grave spaces.

Please place this on the April 5, 2022 City Council meeting for consideration.

Date: 03/23/2022

To whom it may concern:

We, David E. And Mary M. Bast are requesting to sell back (2) grave space (s)

Located at Highland Cemetery, In Section 24, Lot 72, — 1/2 of the NW 1/4, to the

City of Hattiesburg, which was purchased on August 29, 2011 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 350.⁰⁰ MB# 2011-

Page# 5/598-601

Sincerely,

David E. Bast
Mary M Bast

Mail to:

David E. + Mary M. Bast
23 Oxford Dr.
Hattiesburg, MS. 39402

Phone#

601-569-1386

Approved By:
Deborah Burre

mail to:

CITY OF HATTIESBURG

PURCHASE OF CEMETERY GRAVE SPACES

~~PO Box 19692~~

~~Hattiesburg, MS 39404-7692~~

Hattiesburg, Miss.

8-29-2011

SOLD TO:

Mr. Mrs. Miss

David E and Mary M Bast

ADDRESS

23 Oxford Drive Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

~~1/2 NW 1/4~~ Lot No. 72

Section No. 24

Highland

Cemetery

Number of grave spaces 2

Price per grave space \$

125.00

Price Received \$350.00

check 2980

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

Max Kinton

STATE OF MISSISSIPPI
 COUNTY OF FORREST/LAMAR
 CITY OF HATTIESBURG
 HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, David E and Mary M Bast, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 72

Section Number 24

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of September, 2011.

ATTEST

CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

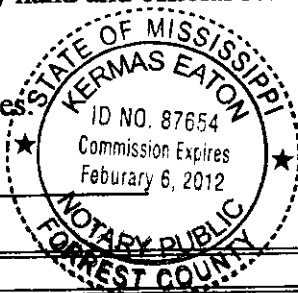
MAYOR

STATE OF MISSISSIPPI
 COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of September, 2011.

My Commission Expires



NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, April 5, 2022
Re: Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.
File Number: 2022-215
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the April 5, 2022 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: March 18, 2022

Larry Joe Carr

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 75, Section 34, Highland Cemetery

Steven N. & Stephanie M. Moffett

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 106, Section 39, Highland Cemetery

Patricia Brown-Carr

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 75, Section 34, Highland Cemetery

Aaron Avila

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 43, Section 39, Highland Cemetery

Emily May Smith

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 63, Section 35, Highland Cemetery

Aaron Avila

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 34, Section 39, Highland Cemetery

Bessie R. Evans

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 106, Section 39, Highland Cemetery

Derricka Holliman

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 74, Section 34, Highland Cemetery

Mary Polk

(1) Space \$ 150.00

West Half (W ½) of the Southwest Quarter (SW ¼)

Lot 14, Section 1, South Hill Cemetery

Regina Adams

(1) Space \$ 175.00

North Half (N1/2) of the Southwest Quarter (SW ¼)

Lot 35, Section 39, Highland Cemetery

Alfred Adams

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 35, Section 39, Highland Cemetery

Ja'Kyrie Silas

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 60, Section 34, Highland Cemetery

Joyce F. Knight

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 67, Section 34, Highland Cemetery

Larry Daniels

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 19, Section 35, Highland Cemetery

Jonathan Hartzog

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 83, Section 23, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/21/2022

SOLD TO:

Mr. Mrs. Miss Larry Joe Carr

ADDRESS 13212 Tyler Lane, Gulfport, MS. 39503

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 75 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/21/2022

SOLD TO:

Mr. Mrs. Miss Patricia Brown Carr

ADDRESS 13212 Tyler Lane, Gulfport, MS. 39503

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 75 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-21-2022

SOLD TO:

Mr. Mrs. Miss EMELY MAY SMITH

ADDRESS 46 LA SALLE ST, HATTIESBURG MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 63 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Gift of CARL

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 03-17- 2022

SOLD TO:

Mr. Mrs. Miss Arnon Avila
ADDRESS 11 Longbranch St. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 24 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cond

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 03-17- 2022

SOLD TO:

Mr. Mrs. Miss Arnon Avila
ADDRESS 11 Longbranch St. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 43 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cond

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 03-14- 2022

SOLD TO:

Mr. Mrs. Miss Derricka Holliman
ADDRESS 715 Quinn St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 74 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18- 2022

SOLD TO:

Mr. Mrs. Miss Steven N. & Stephanie M. Moffett

ADDRESS 308 Ruby Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 106 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cod

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18- 2022

SOLD TO:

Mr. Mrs. Miss Bessie R. Evans

ADDRESS 310 Ruby Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 106 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cod

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-18- 2022

SOLD TO:

Mr. Mrs. Miss Mary Polk

ADDRESS 310 Ruby Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SW 1/4 Lot No. 14 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-16- 2022

SOLD TO:

Mr. Mrs. Miss Regina Adams

ADDRESS 157 McGilvary Rd. Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 35 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cord

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-16- 2022

SOLD TO:

Mr. Mrs. Miss Alfred Adams

ADDRESS 157 McGilvary Rd. Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 35 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cord

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/21/ 2022

SOLD TO:

Mr. Mrs. Miss Ja'kyrie Silas

ADDRESS 308 Wilks Ave Hattiesburg ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 60 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Debt card. (A+A)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-14- 2022

SOLD TO:

Mr. Mrs. Miss Joyce F. Knight

ADDRESS 2508 Tinker Trail Wichita Falls, Texas 76306

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 67 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-24- 2022

SOLD TO:

Mr. Mrs. Miss Lacey Daniels

ADDRESS 619 Duke Ave. Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 19 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

03-11-2022

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Jonathan Harrison

ADDRESS 709 Short 9th St Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 83 Section No. _____ in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ja"Kyrie Silas , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 60 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Aaron Avila, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 34 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Aaron Avila, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 43 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Derricka Holliman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 74 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Steven N. & Stephanie M. Moffett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 106 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Polk, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southwest Quarter (SW¼)

Lot Number: 14 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bessie R. Evans, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 106 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Alfred Adams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 35 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Regina Adams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 35 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Emily May Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 63 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Patricia Brown- Carr, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 75 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Larry Joe Carr, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 75 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joyce F. Knight, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 67 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Larry Daniels, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 19 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jonathan Hartzog, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 83 Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of April, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of April, 2022.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, April 5, 2022
Re: Approve claims docket for the period ending March 31, 2022.
File Number: 2022-235
Minute Book #

Summary

Recommendation Statement

Please place this on the April 5, 2022 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000											BALANCE SHEET
001000	060100										GAS/LUBRICANT-CITY BARN
003918	PINE BELT OIL COMPAN	10734816	226744	2022	6	INV	P		17,606.83	289852	GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN	10734836	227214	2022	6	INV	P		15,052.17	289852	GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN	10737648	227018	2022	6	INV	P		32,443.26	289852	GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN	10737733	227122	2022	6	INV	P		29,069.72	289852	GAS FOR FUEL STATIO
									94,171.98		
									ACCOUNT TOTAL		94,171.98
									ORG 001000 TOTAL		94,171.98
001001											REVENUES
001001	332000										POLICE FINES
004271	SOUTHERN FINANCIAL S	CMCHAT2 3/2-3/17/22	0	2022	6	INV	P		20.00	289887	REMIT COLLECTION FE
004271	SOUTHERN FINANCIAL S	CMCHAT3 3/1-3/17/22	0	2022	6	INV	P		471.31	289887	REMIT COLLECTION FE
									491.31		
									ACCOUNT TOTAL		491.31
									ORG 001001 TOTAL		491.31
001003											CITY COUNCIL
001003	6110CL										TRAVEL EXP-CLERK
002505	COLE, RONDA	OT#9282	0	2022	6	INV	P		208.58	289736	COUNCIL-TRAVEL ADV.
									ACCOUNT TOTAL		208.58
001003	6110DC										TRAVEL EXP-DEPCLERK
003462	JOLLY, LISA L	OT#9283	0	2022	6	INV	P		208.58	289801	COUNCIL-TRAVEL ADV.
									ACCOUNT TOTAL		208.58
001003	641000										OFFICE EQUIPMENT RENT
004057	RJ YOUNG COMPANY	INV4615050	0	2022	6	INV	P		75.00	289871	CITY COUNCIL COPIER
004057	RJ YOUNG COMPANY	INV4656524	0	2022	6	INV	P		122.29	289871	CITY COUNCIL COPER
									197.29		
									ACCOUNT TOTAL		197.29
001003	6845CL										REG FEE/TUITION-CLERK
002440	CENTER FOR GOVERNMEN	INVOICE - Ronda	0	2022	6	INV	P		25.00	289722	COUNCIL-ATHENIAN DI
004510	UNIVERSITY OF MISSIS	INVOICE-RONDA & LISA	0	2022	6	INV	P		175.00	289903	COUNCIL CLERKS MMCC
									ACCOUNT TOTAL		200.00
001003	6845DC										REG FEE/TUITION-DEPCLERK
002440	CENTER FOR GOVERNMEN	INVOICE - LISA JOLLY	0	2022	6	INV	P		25.00	289722	COUNCIL-ATHENIAN DI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
004510	UNIVERSITY OF MISSIS	INVOICE-RONDA & LISA		0	2022	6	INV	P	175.00		289903 COUNCIL CLERKS MMCC
ACCOUNT TOTAL									200.00		
ORG 001003 TOTAL									1,014.45		
001015		CITY COURT									
001015	630500										
003700	MS POWER COMPANY	E2022	3.23	0	2022	6	INV	P	820.79		289833 MS POWER VARIOUS DE
ACCOUNT TOTAL									820.79		
ORG 001015 TOTAL									820.79		
001020		MAYOR/ADMIN.									
001020	501000										
003772	NEWELL PAPER COMPANY	626379		227193	2022	6	INV	P	317.30		289841 NEWELL PAPER/ COPY
ACCOUNT TOTAL									317.30		
001020	535500										
003216	J M H GRAPHICS	33540		227130	2022	6	INV	P	62.00		289797 PORT AUTH LADIES TO
003216	J M H GRAPHICS	33540	JMK	227132	2022	6	INV	P	50.00		289797 COH APPAREL;ABREWTO
									112.00		
ACCOUNT TOTAL									112.00		
001020	611000										
047577	BERCH, MALCOLM	9237		0	2022	6	INV	P	1,214.00		289705 TYLER MUNIS CONF 5/
ACCOUNT TOTAL									1,214.00		
001020	615000										
004007	RAY-E FOUNDATION INC	RAY E 3/10/2022		227042	2022	6	INV	P	3,000.00		289863 RAY E FOUNDATION JU
048588	MIDTOWN MERCHANTS AS	1001		227068	2022	6	INV	P	5,000.00		289826 MIDTOWN MERCHANT AS
ACCOUNT TOTAL									8,000.00		
ORG 001020 TOTAL									9,643.30		
001045		PURCHASING DIV.									
001045	636500										
002406	CANON FINANCIAL SERV	28218955		0	2022	6	INV	P	191.92		289717 CANON 3.12.22
ACCOUNT TOTAL									191.92		
ORG 001045 TOTAL									191.92		

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001080				HUMAN RESOURCES							
001080 611000				TRAVEL EXPENSE							
002440 CENTER FOR GOVERNMEN ECGCD				0	2022	6	INV	P	200.00	289722	REG M CHITIC-HOLMES
									ACCOUNT TOTAL	200.00	
ORG 001080									TOTAL	200.00	
001092				GEN.GOV'T.BLDG							
001092 546000				MINOR EQUIPMENT							
002901 GILKEY ELECTRIC SUPP 352689				227067	2022	6	INV	P	174.00	289769	CITY HALL WALL PAKS
									ACCOUNT TOTAL	174.00	
001092 630000				GAS							
004321 SPIRE				G2022 3.24.22	0	2022	6	INV	P	538.25	289894 SPIRE(WILLMUT GAS)
									ACCOUNT TOTAL	538.25	
001092 630500				ELECTRICITY							
003700 MS POWER COMPANY				E2022 3.23	0	2022	6	INV	P	3,572.29	289833 MS POWER VARIOUS DE
003700 MS POWER COMPANY				E2022-11 MAR	0	2022	6	INV	P	370.30	289833 MISSISSIPPI POWER-V
										3,942.59	
									ACCOUNT TOTAL	3,942.59	
ORG 001092									TOTAL	4,654.84	
001093				INTERMODAL FAC O&M							
001093 630500				ELECTRICITY							
003700 MS POWER COMPANY				E2022 3.23	0	2022	6	INV	P	2,810.52	289833 MS POWER VARIOUS DE
									ACCOUNT TOTAL	2,810.52	
001093 639900				OTHER REPAIRS AND MAINT.							
004272 SOUTHERN FIRE & SPRI 20-34277				226884	2022	6	INV	P	500.00	289888	2022 ANNUAL INSPECT
									ACCOUNT TOTAL	500.00	
ORG 001093									TOTAL	3,310.52	
001094				METRPLTN PLANG.							
001094 511500				FOOD							
047828 GRIN COFFEE				5911	227203	2022	6	INV	P	52.50	289776 PUBLIC MEETING REFR
									ACCOUNT TOTAL	52.50	
ORG 001094									TOTAL	52.50	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001095	G/G INS.OTH SER									
001095	604900	OTHER PROFESSIONAL SERV.								
002523	COMCAST CABLEVISION	3.11.22	0	2022	6	INV	P	296.12	289737	COMCAST - CITY HALL
ACCOUNT TOTAL							296.12			
001095	606000	TELEPHONE AND TELEGRAPH								
002158	AT&T	L2022 03/13BL	0	2022	6	INV	P	48.94	289698	AT&T BLUE LIGHTS 6
002158	AT&T	L2022 3/13BL	0	2022	6	INV	P	31.58	289698	AT&T BLUE LIGHTS 60
							80.52			
ACCOUNT TOTAL							80.52			
ORG 001095 TOTAL							376.64			
001100	POLICE/PUB.SFTY									
001100	508000	COMPUTER SUPPLIES								
002383	C D W GOVERNMENT	S581142	226858	2022	6	INV	P	6,509.93	289715	MONITORS FOR DISPAT
ACCOUNT TOTAL							6,509.93			
001100	525000	GAS AND OIL								
002869	FUELMAN OF MS	NP61786188	0	2022	6	INV	P	110.00	289765	FUELMAN CHARGE
002869	FUELMAN OF MS	NP61811039	0	2022	6	INV	P	28.89	289765	FUEL MAN CHARGE
							138.89			
003918	PINE BELT OIL COMPAN	12320008 2/2022	0	2022	6	INV	P	843.67	289853	2/2022 MINIT MART C
ACCOUNT TOTAL							982.56			
001100	535000	UNIFORMS, BADGES, ETC.								
002879	GALL'S LLC	020609718	226823	2022	6	INV	P	104.40	289766	COLLAR INSIGNIA FOR
003588	MID SOUTH UNIFORM &	622683	223660	2022	6	INV	P	313.24	289825	REPLACEMENT NAME PL
003588	MID SOUTH UNIFORM &	625401	226058	2022	6	INV	P	10,290.36	289825	VEST FOR RECUIT CLA
003588	MID SOUTH UNIFORM &	625464	226218	2022	6	INV	P	303.40	289825	WINGS, ACCIDENT REC
003588	MID SOUTH UNIFORM &	626592	226819	2022	6	INV	P	342.80	289825	TROUSERS FOR MAJOR
003588	MID SOUTH UNIFORM &	626838	225558	2022	6	INV	P	685.60	289825	TROUSERS FOR MAJOR
							11,935.40			
ACCOUNT TOTAL							12,039.80			
001100	535500	WEARING APPAREL								
002769	EXPRESS PRESS	46934	225994	2022	6	INV	P	219.00	289761	POLO'S FOR OTHER DE
002769	EXPRESS PRESS	46974	226742	2022	6	INV	P	876.00	289761	POLO'S FOR DISPATCH
							1,095.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
003588	MID SOUTH UNIFORM &	622683	223660	2022	6	INV P	183.52		289825	REPLACEMENT NAME PL
003588	MID SOUTH UNIFORM &	627021	0	2022	6	INV P	130.80		289825	GOLD WINGS FOR TRAF
							314.32			
048608	SCRUBS N MORE	263110	227296	2022	6	INV P	165.52		289879	UNIFORM FOR CUSTODI
ACCOUNT TOTAL							1,574.84			
001100	570000			MTR	VEHICLE	REP. PTS/SPL				
002060	ADVANCE AUTO PARTS	5604207373744	227127	2022	6	INV P	186.14		289690	RADIATOR UNIT#18317
002060	ADVANCE AUTO PARTS	5604207373745	227123	2022	6	INV P	353.30		289690	REPAIR PARTS FOR VA
							539.44			
002413	CARQUEST AUTO PARTS	14758-7756	226750	2022	6	INV P	376.65		289718	REPAIR PARTS FOR ST
002413	CARQUEST AUTO PARTS	14758-8496	227005	2022	6	INV P	546.31		289718	REPAIR PARTS FOR ST
							922.96			
003645	MOORE'S LOCK AND KEY	28966	0	2022	6	INV P	145.00		289830	KEY REPLACEMENT FOR
048162	MATCO TOOLS	4975	227078	2022	6	INV P	546.84		289816	TOOLS FOR SHOP-HPD
ACCOUNT TOTAL							2,154.24			
001100	604900			OTHER	PROFESSIONAL	SERV.				
002036	AARON OIL COMPANY IN	313157-S	0	2022	6	INV P	157.43		289687	REMOVE USED OIL
002473	CIOX HEALTH	0367649363	0	2022	6	INV P	42.65		289729	MEDICAL RECORDS RET
002672	DOLEAC ELECTRIC CO I	H26057	226687	2022	6	INV P	1,490.00		289749	RELOCATE EXISTING C
002750	EQUIFAX INFORMATION	6727438	0	2022	6	INV P	42.68		289759	ONLINE INVESTIGATIO
002905	GILLILANDS ELECTRONI	7376	227024	2022	6	INV P	149.80		289770	SERVICE CALL FOR FI
004008	RAYNER, JACK	03242022	0	2022	6	INV P	900.00		289865	POLYGRAPH FOR LATER
047055	INTERPRETERS & TRANS	167361	0	2022	6	INV P	112.77		289796	INTERPRETING FOR FE
ACCOUNT TOTAL							2,895.33			
001100	606000			TELEPHONE	AND	TELEGRAPH				
002158	AT&T	0563149329001 3/22	0	2022	6	INV P	42.39		289700	3/22 POLICE DISPATC
002158	AT&T	54549101030591 3/8	0	2022	6	INV P	198.92		289699	POLICE DISPATCH 601
002158	AT&T	T2022 3.8	0	2022	6	INV P	94.00		289698	AT&T POLICE 601M26-
002158	AT&T	T2022 3.8	0	2022	6	INV P	76.00		289698	AT&T POLICE 3.8
							411.31			
ACCOUNT TOTAL							411.31			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001100	611000									
002349	BUCKHALTER, LASHUAND	92800T BUCKHALTER	0	2022	6	INV P	896.00		289713	TRAVEL ADV. CRIMES
048660	MEGAN RUE	92810TRUE	0	2022	6	INV P	896.00		289822	TRAVEL ADVAN. CRIME
		ACCOUNT TOTAL					1,792.00			
001100	630500									
003700	MS POWER COMPANY	E2022 3.23	0	2022	6	INV P	8,277.15		289833	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022-11 MAR	0	2022	6	INV P	2,546.00		289833	MISSISSIPPI POWER-V
							10,823.15			
		ACCOUNT TOTAL					10,823.15			
001100	636500									
003169	IDEMIA IDENTITY & SE	145801	227148	2022	6	INV P	6,237.50		289794	FINGERPRINT MACHINE
		ACCOUNT TOTAL					6,237.50			
001100	638400									
002035	AAMCO TRANSMISSION (	I144621	227058	2022	6	INV P	3,562.50		289686	TRANSMISSION SERVIC
004514	UNIVERSITY TIRE & SE	INV190228	226829	2022	6	INV P	168.07		289904	TIRE FOR UNTI#21708
		ACCOUNT TOTAL					3,730.57			
001100	641000									
004057	RJ YOUNG COMPANY	INV4688155	0	2022	6	INV P	250.00		289871	MB#2021-285 ADMIN
		ACCOUNT TOTAL					250.00			
001100	684500									
003716	MS TACTICAL OFFICERS	4.3.22 SNIPER CONF	0	2022	6	INV P	400.00		289835	REG. SNIPER COMP BA
		ACCOUNT TOTAL					400.00			
		ORG 001100 TOTAL					49,801.23			
001131										
001131	501000									
002215	BATTERIES PLUS BULBS	P49041544	226561	2022	6	INV P	100.00		289703	P/F OFFICE SUPPLIES
002420	CARROT TOP INDUSTRIE	INV103637	227200	2022	6	INV P	89.64		289719	P/F SUPPLIES
003746	NAPA AUTO PARTS	5930-645837	227147	2022	6	INV P	77.94		289839	P/F CLEANING SUPPLI
		ACCOUNT TOTAL					267.58			
001131	5460RR									
002413	CARQUEST AUTO PARTS	14758-8813	227115	2022	6	INV P	81.95		289718	P/F MINOR EQUIPMENT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION			
ACCOUNT TOTAL							81.95					
001131	6110FR			MINOR EQUIPMENT-FIRE								
003071	HEBERT, TIMOTHY	9285	0	2022	6	INV P	184.00		289787	P/F TRAV	REIMBURS T	
003516	MAUNG, JEFFERY	9260	0	2022	6	INV P	230.00		289818	P/F MEAL	REIMBURS F	
ACCOUNT TOTAL							414.00					
001131	630500			ELECTRICITY								
003700	MS POWER COMPANY	E2022-11 MAR	0	2022	6	INV P	1,051.52		289833	MISSISSIPPI POWER-V		
ACCOUNT TOTAL							1,051.52					
ORG 001131 TOTAL							1,815.05					
FIRE DIVISION												
001160	510000			CLEANING/JANITORIAL SPLY								
002472	CINTAS FIRST AID J71	4113828731	0	2022	6	INV P	120.71		289728	HFD STATION 9 JANIT		
002472	CINTAS FIRST AID J71	4113935321	0	2022	6	INV P	33.13		289728	HFD MECHANIC SHOP J		
							153.84					
ACCOUNT TOTAL							153.84					
001160	525000			GAS AND OIL								
003918	PINE BELT OIL COMPAN	12320008 2/2022	0	2022	6	INV P	256.32		289853	2/2022 MINIT MART C		
ACCOUNT TOTAL							256.32					
001160	525700			DIESEL FUEL								
003918	PINE BELT OIL COMPAN	12320008 2/2022	0	2022	6	INV P	2,188.18		289853	2/2022 MINIT MART C		
ACCOUNT TOTAL							2,188.18					
001160	535500			WEARING APPAREL								
002879	GALL'S LLC	020665780	226802	2022	6	INV P	42.13		289766	HFD ARSON INVESTIGA		
ACCOUNT TOTAL							42.13					
001160	545000			HAND TOOLS								
002083	ALLBRITTON CHAIN SAW	88994	227222	2022	6	INV P	378.39		289692	HFD STATION 8 BLOWE		
ACCOUNT TOTAL							378.39					
001160	546200			MINOR FIRE FIGHTING EQUIP.								
002733	EMERGENCY EQUIPMENT	468681	227192	2022	6	INV P	2,692.06		289754	HFD STATION 5 THERM		
ACCOUNT TOTAL							2,692.06					
001160	560000			BUILDING MATERIALS & SPLY								

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003543	MCELHANEY PLUMBING I	291596	226988	2022	6	INV	P		138.89	289820	HFD STATION 1 PLUMB
004256	SOLAR SUPPLY INC	3450051	226937	2022	6	INV	P		202.40	289885	HFD STATION 4 A/C D
ACCOUNT TOTAL									341.29		
001160	570000			MTR	VEHICLE	REP.	PTS/SPL				
002733	EMERGENCY EQUIPMENT	468368	227110	2022	6	INV	P		48.38	289754	HFD REPLACEMENT PAR
003746	NAPA AUTO PARTS	5930-645607	227150	2022	6	INV	P		123.78	289839	HFD UNIT # 14700 RE
003746	NAPA AUTO PARTS	5930-645930	227223	2022	6	INV	P		25.77	289839	HFD UNIT # 11353 RE
									149.55		
003818	O'REILLY AUTO PARTS	0943-392727	227172	2022	6	INV	P		130.04	289844	HFD UNIT # 14700 HE
003915	PINE BELT CDJR, INC	65792	227165	2022	6	INV	P		75.28	289851	HFD UNIT # 14700 DO
ACCOUNT TOTAL									403.25		
001160	612000			FREIGHT							
002733	EMERGENCY EQUIPMENT	468368	227110	2022	6	INV	P		27.82	289754	HFD REPLACEMENT PAR
002879	GALL'S LLC	020665780	226802	2022	6	INV	P		5.52	289766	HFD ARSON INVESTIGA
003744	NAFECO-NORTH AMERICA	1135732	226866	2022	6	INV	P		18.07	289838	HFD FIREFIGHTING GE
ACCOUNT TOTAL									51.41		
001160	630000			GAS							
004321	SPIRE	G2022-17 MAR	0	2022	6	INV	P		294.33	289894	SPIRE-VARIOUS DEPT-
ACCOUNT TOTAL									294.33		
001160	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022 3.23	0	2022	6	INV	P		2,926.85	289833	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022-11 MAR	0	2022	6	INV	P		268.75	289833	MISSISSIPPI POWER-V
									3,195.60		
004282	SOUTHERN PINE ELECTR	E2022 3.17.22	0	2022	6	INV	P		48.33	289891	SOUTHERN PINE VARIO
ACCOUNT TOTAL									3,243.93		
001160	631500			WATER							
002146	ARNOLD LINE WATER AS	T2022 3.17	0	2022	6	INV	P		47.00	289697	ARNOLD LINE WATER H
004003	RAWLS SPRINGS UTILIT	T2022 3.18	0	2022	6	INV	P		47.91	289861	RAWLS SPRINGS UTILI
ACCOUNT TOTAL									94.91		
001160	641000			OFFICE EQUIPMENT RENT							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002905	GILLILANDS ELECTRONI	7461	0	2022	6	INV P	480.00	289770	HFD ADMIN OFFICE AL
004050	RICOH CORP	36353889	0	2022	6	INV P	9.60	289870	HFD ADMIN COPIER RE
ACCOUNT TOTAL							489.60		
001160	642500			CYLINDER RENT					
004273	SOUTHERN GAS & SUPPL	36820746	0	2022	6	INV P	108.78	289889	HFD MEDICAL OXYGEN
ACCOUNT TOTAL							108.78		
001160	643500			MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION #	4113246073	0	2022	6	INV P	37.36	289727	HFD ADMIN OFFICE MA
ACCOUNT TOTAL							37.36		
ORG 001160 TOTAL							10,775.78		
001180				LAND DEVEL.ADM.					
001180	601300			DEMOLITION					
003718	MSP ENTERPRISES, LLC	031522-1	0	2022	6	INV P	3,727.00	289837	MB: 2021-1466 DEMOL
ACCOUNT TOTAL							3,727.00		
001180	601800			LOT CLEARING					
003718	MSP ENTERPRISES, LLC	031422-0	0	2022	6	INV P	2,445.02	289837	MB: 2021-340 LOT CL
ACCOUNT TOTAL							2,445.02		
001180	644900			OTHER RENT					
004057	RJ YOUNG COMPANY	INV4642267	0	2022	6	INV P	286.24	289871	COPIER 1/19/22 - 2/
004057	RJ YOUNG COMPANY	INV4686473	0	2022	6	INV P	206.37	289871	COPIER 2/19/22 - 3/
							492.61		
ACCOUNT TOTAL							492.61		
ORG 001180 TOTAL							6,664.63		
001190				P/S CONTRAC.SER					
001190	602700			MEDICAL					
002960	GULF GUARANTY EMPLOY	220325133537	0	2022	6	INV P	4,543.36	289779	MEDICAL BILLS FOR I
ACCOUNT TOTAL							4,543.36		
ORG 001190 TOTAL							4,543.36		
001191				TRAFFIC MAINT.					
001191	554000			TRAFFIC CONTROL EQ. SPLY.					
002901	GILKEY ELECTRIC SUPP	347391	225693	2022	6	INV P	583.00	289769	LED SPOT TRUNNION M
ACCOUNT TOTAL							583.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
001191 630500									
003700 MS POWER COMPANY	E2022 3.23		0	2022 6	INV	P	1,135.09		289833 MS POWER VARIOUS DE
							1,135.09		
001191 643000									
002471 CINTAS CORPORATION # 4113933440			0	2022 6	INV	P	25.00		289727 TRAFFIC UNIFORM SC
							25.00		
001191 643500									
002471 CINTAS CORPORATION # 4113933041			0	2022 6	INV	P	7.26		289727 TRAFFIC MATS SC/82
							7.26		
				ORG 001191	TOTAL		1,750.35		
001201									
001201 511000									
004634 WHEELER'S JANITORIAL 9731			227064	2022 6	INV	P	686.94		289916 LARGE HEAVY DUTY BA
							686.94		
001201 559000									
002166 AUTO ARMATURE SERVIC 27679			227218	2022 6	INV	P	519.90		289701 BATTERIES FOR PUBLI
004634 WHEELER'S JANITORIAL 9732			227086	2022 6	INV	P	14.05		289916 PIL14001 NEO GEL PE
							533.95		
001201 570000									
003843 PARISH TRACTOR (HATT 02-209457			227149	2022 6	INV	P	333.47		289848 UNIT 16722 STREET A
							333.47		
001201 604900									
002443 CERTIFIED LABORATORI 7732242			227244	2022 6	INV	P	5,322.84		289723 DRAINAGE CHEMICALS
							5,322.84		
001201 638400									
002035 AAMCO TRANSMISSION (I144637			227174	2022 6	INV	P	1,301.29		289686 REPAIR FOR UNIT#170
004120 SANSOM EQUIPMENT CO W01638			227288	2022 6	INV	P	4,303.95		289877 STREET SWEEPER RE
							5,605.24		
001201 639800									
003389 LARRY'S WRECKER SERV 6394			0	2022 6	INV	P	65.00		289809 UNIT 17017 TOWING C
							65.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
001201	643000	UNIFORM RENT									
002471	CINTAS CORPORATION # 4113933238	0	2022	6	INV	P	55.11		289727	UNIFORMS SC 8200044	
002471	CINTAS CORPORATION # 4113933303	0	2022	6	INV	P	42.10		289727	UNIFORM SC 82000447	
002471	CINTAS CORPORATION # 4113933407	0	2022	6	INV	P	118.55		289726	UNIFORMS SC 8200044	
002471	CINTAS CORPORATION # 4113933458	0	2022	6	INV	P	63.05		289726	UNIFORM SC 82000447	
002471	CINTAS CORPORATION # 4113933467	0	2022	6	INV	P	19.16		289727	UNIFORM SC 82000447	
002471	CINTAS CORPORATION # 4114616890	0	2022	6	INV	P	55.11		289727	UNIFORM SC 82000447	
002471	CINTAS CORPORATION # 4114616930	0	2022	6	INV	P	42.10		289727	UNIFORM SC 82000447	
002471	CINTAS CORPORATION # 4114617000	0	2022	6	INV	P	118.55		289726	UNIFORMS SC 8200044	
002471	CINTAS CORPORATION # 4114617165	0	2022	6	INV	P	63.05		289726	UNIFORM SC 82000447	
002471	CINTAS CORPORATION # 4114677064	0	2022	6	INV	P	19.16		289727	UNIFORM SC 82000447	
							595.94				
ACCOUNT TOTAL							595.94				
ORG 001201 TOTAL							13,143.38				
001202	STREET LIGHTS										
001202	630500	ELECTRICITY									
003700	MS POWER COMPANY E2022 3.23	0	2022	6	INV	P	98,960.57		289833	MS POWER VARIOUS DE	
003700	MS POWER COMPANY E2022 3.23.22	0	2022	6	INV	P	103.67		289833	MS POWER 619 N 25TH	
003700	MS POWER COMPANY E2022-11 MAR	0	2022	6	INV	P	2,063.48		289833	MISSISSIPPI POWER-V	
							101,127.72				
003873	PEARL RIVER VALLEY E 2022 3.18	0	2022	6	INV	P	16.70		289850	PEARL RIVER VALLEY	
003873	PEARL RIVER VALLEY E 2022 3.21	0	2022	6	INV	P	1,240.17		289850	PRVEPA SEWER LAGOON	
							1,256.87				
004282	SOUTHERN PINE ELECTR E2022 3.16.22	0	2022	6	INV	P	67.06		289891	SOUTHERN PINE VARIO	
ACCOUNT TOTAL							102,451.65				
ORG 001202 TOTAL							102,451.65				
001203	ENGR/PUBLIC SER										
001203	501000	OTHER EXPENDABLE OFF.SPL									
003809	OFFICE DEPOT INC 03/22/2022	227225	2022	6	INV	P	96.41		289845	OFFICE SUPPLIES - E	
ACCOUNT TOTAL							96.41				
001203	630500	ELECTRICITY									
003700	MS POWER COMPANY E2022 3.23	0	2022	6	INV	P	348.72		289833	MS POWER VARIOUS DE	
ACCOUNT TOTAL							348.72				
ORG 001203 TOTAL							445.13				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001204											SHOP DIVISION
001204	545000										HAND TOOLS
002060	ADVANCE AUTO PARTS	5604207673845		227173	2022	6	INV	P	227.04		289690 COOLING SYSTEM PRES
									ACCOUNT TOTAL	227.04	
001204	559000										OTHER OPERATING MATL/SPLY
002714	ECONOMY SUPPLY CO	072983		227266	2022	6	INV	P	41.95		289750 THRESHOLD/PW SHOP
003543	MCELHANEY PLUMBING I	291765		227228	2022	6	INV	P	174.90		289820 TOILET FOR PW SHOP/
									ACCOUNT TOTAL	216.85	
001204	561000										PLUMBING SUPPLIES
003543	MCELHANEY PLUMBING I	291759		227197	2022	6	INV	P	174.93		289820 CLOSE UNIT/PW SHOP/
003543	MCELHANEY PLUMBING I	291762		227206	2022	6	INV	P	12.35		289820 PLUMBING MATERIAL F
									187.28		
									ACCOUNT TOTAL	187.28	
001204	570000										MTR VEHICLE REP. PTS/SPL
002413	CARQUEST AUTO PARTS	14758-9093		227207	2022	6	INV	P	13.80		289718 MINI BULB/PW SHOP
									ACCOUNT TOTAL	13.80	
001204	630500										ELECTRICITY
003700	MS POWER COMPANY	E2022-11 MAR		0	2022	6	INV	P	2,799.21		289833 MISSISSIPPI POWER-V
									ACCOUNT TOTAL	2,799.21	
001204	643000										UNIFORM RENT
002471	CINTAS CORPORATION #	4113933433		0	2022	6	INV	P	56.07		289726 UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4114617031		0	2022	6	INV	P	56.07		289726 UNIFORM RENTAL/PW S
									112.14		
									ACCOUNT TOTAL	112.14	
									ORG 001204 TOTAL	3,556.32	
001205											G O & F S DIV.
001205	604900										OTHER PROFESSIONAL SERV.
003918	PINE BELT OIL COMPAN	10735759		226726	2022	6	INV	P	106.28		289852 REPAIRS TO PUMP #1
003918	PINE BELT OIL COMPAN	10735762		0	2022	6	INV	P	50.00		289852 LABOR ESTABLISH NET
									156.28		
									ACCOUNT TOTAL	156.28	
001205	630500										ELECTRICITY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003700	MS POWER COMPANY	E2022	3.23		0	2022	6	INV P	70.65	289833	MS POWER VARIOUS DE
								ACCOUNT TOTAL	70.65		
						ORG 001205		TOTAL	226.93		
001207								CONSTRUCTION			
001207	560500							ELECTRICAL SUPPLIES			
003543	MCELHANEY PLUMBING I	291771			227227	2022	6	INV P	29.95	289820	RV HOSES WATER 25FT
004256	SOLAR SUPPLY INC	3450122			227190	2022	6	INV P	85.39	289885	LEAK DETECTOR/A/C/C
								ACCOUNT TOTAL	115.34		
001207	561000							PLUMBING SUPPLIES			
003543	MCELHANEY PLUMBING I	291754			227151	2022	6	INV P	59.95	289820	AUGER/CONST DEPT/PL
003543	MCELHANEY PLUMBING I	291771			227227	2022	6	INV P	37.85	289820	RV HOSES WATER 25FT
									97.80		
								ACCOUNT TOTAL	97.80		
001207	565000							PAINT AND PAINTING SPLY.			
002120	ANDERSON RETAIL INC	165845			227240	2022	6	INV P	28.99	289696	KNEE PADS/CARPENTER
								ACCOUNT TOTAL	28.99		
001207	599102							REPR/MAINT SPL-DOWNTOWN			
002901	GILKEY ELECTRIC SUPP	352821			226983	2022	6	INV P	3,950.00	289769	STRING LIGHTS DOWNT
								ACCOUNT TOTAL	3,950.00		
001207	604900							OTHER PROFESSIONAL SERV.			
002523	COMCAST CABLEVISION	030122033122			0	2022	6	INV P	134.65	289737	ACCT#83964107307341
								ACCOUNT TOTAL	134.65		
001207	639000							COMMUNICATION EQ. R&M			
002905	GILLILANDS ELECTRONI	7402			226929	2022	6	INV P	2,237.50	289770	NEW CAMERA SYSTEM/C
								ACCOUNT TOTAL	2,237.50		
001207	639100							DOWNTOWN LIGHTS R&M			
002901	GILKEY ELECTRIC SUPP	346652			0	2022	6	INV P	125.87	289769	DOWNTOWN LIGHTING R
002901	GILKEY ELECTRIC SUPP	348927			0	2022	6	INV P	225.90	289769	DOWNTOWN LIGHTING R
									351.77		
								ACCOUNT TOTAL	351.77		
001207	643000							UNIFORM RENT			
002471	CINTAS CORPORATION #	4113933312			0	2022	6	INV P	62.85	289726	UNIFORM RENTAL/CONS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4114616946	0	2022	6	INV	P		62.85	289726	UNIFORM RENTAL/CONS
									125.70		
									ACCOUNT TOTAL	125.70	
									ORG 001207 TOTAL	7,041.75	
001220											
001220	559000										
003543	MCELHANEY PLUMBING I	291601	226798	2022	6	INV	P		43.80	289820	REPLACEMENT BELT FO
									ACCOUNT TOTAL	43.80	
001220	570000										
002413	CARQUEST AUTO PARTS	14758-9136	227231	2022	6	INV	P		27.54	289718	UNIT 20090 HEADLIGH
002739	EMPIRE TRUCK SALES(J	CE006192784:01	227177	2022	6	INV	P		893.64	289756	AIR FILTER FOR SANI
002739	EMPIRE TRUCK SALES(J	CE006192798:01	227178	2022	6	INV	P		91.26	289756	UNIT 19947 BELT REP
002739	EMPIRE TRUCK SALES(J	CE006193081:01	227249	2022	6	INV	P		196.82	289756	UNIT 20073 TANK-SUR
									1,181.72		
003034	HATTIESBURG HYDRAULI	227306	227306	2022	6	INV	P		102.69	289785	UNIT 14406 HOSE REP
003114	HOL-MAC CORPORATION	38358	227162	2022	6	INV	P		385.76	289790	UNIT 21388 PIN FOR
004120	SANSOM EQUIPMENT CO	W01617	226854	2022	6	INV	P		289.53	289877	UNIT 20069 DIAGNOST
004120	SANSOM EQUIPMENT CO	W01712	0	2022	6	INV	P		1,983.51	289877	UNIT 20070 HARNESS
004120	SANSOM EQUIPMENT CO	W01740	0	2022	6	INV	P		310.00	289877	UNIT 20069 TEARDOWN
									2,583.04		
004583	WARING OIL CO (GULFP	128502	227160	2022	6	INV	P		808.50	289911	DEF FOR SANITATION
004597	WATERS INTERNATIONAL	08P826392	227163	2022	6	INV	P		138.84	289914	UNIT 14406 FAN BELT
									ACCOUNT TOTAL	5,228.09	
001220	612000										
002739	EMPIRE TRUCK SALES(J	CE006192784:01	227177	2022	6	INV	P		15.00	289756	AIR FILTER FOR SANI
									ACCOUNT TOTAL	15.00	
001220	630500										
003700	MS POWER COMPANY	E2022-11 MAR	0	2022	6	INV	P		492.05	289833	MISSISSIPPI POWER-V
									ACCOUNT TOTAL	492.05	
001220	638400										
002252	BIG IRON DIESEL REPA	R04866	0	2022	6	INV	P		3,946.93	289706	UNIT 20074 SERVICE
002252	BIG IRON DIESEL REPA	R04867	0	2022	6	INV	P		619.00	289706	UNIT 20068 SERV. CA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
										4,565.93		
ACCOUNT TOTAL										4,565.93		
001220	643000					UNIFORM RENT						
002471	CINTAS CORPORATION # 4113933734	0	2022	6	INV	P			191.48	289726	SC8200044758-SANIT	
002471	CINTAS CORPORATION # 4114617359	0	2022	6	INV	P			239.27	289726	SC820004758	
										430.75		
002472	CINTAS FIRST AID J71 5099926032	0	2022	6	INV	P			55.02	289728	SANITATION FIRST AI	
ACCOUNT TOTAL										485.77		
001220	643500					MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION # 4113933129	0	2022	6	INV	P			35.18	289727	SC8200044758-SANIT.	
002471	CINTAS CORPORATION # 4114616803	0	2022	6	INV	P			35.18	289727	SC 8200044758 SANIT	
										70.36		
ACCOUNT TOTAL										70.36		
001220	688000					TIPPING FEES						
004591	WASTE MANAGEMENT OF 0013136-2526-9	0	2022	6	INV	P			1,159.63	289912	MB2003-5/484 FEB/ 1	
ACCOUNT TOTAL										1,159.63		
ORG 001220 TOTAL										12,060.63		
001250	HEALTH DIVISION											
001250	513000					CHEMICALS						
002836	FLUIDS INC. 14373	227253	2022	6	INV	P			2,337.50	289762	MOSQUITO SPAY/HEATL	
ACCOUNT TOTAL										2,337.50		
001250	570000					MTR VEHICLE REP. PTS/SPL						
002492	CLEMTS HARDWARE 127777	227184	2022	6	INV	P			44.97	289735	UNIT 16722 & 16723	
ACCOUNT TOTAL										44.97		
001250	575500					AGRICLTRL REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW 12226	227049	2022	6	INV	P			164.60	289692	THROTTLE CABLE HEAL	
002083	ALLBRITTON CHAIN SAW 89042	227277	2022	6	INV	P			1,085.40	289692	BLADES 72" SCAG STA	
										1,250.00		
002166	AUTO ARMATURE SERVIC 27621	227276	2022	6	INV	P			169.95	289701	UNIT 19294 Z TURN M	
002304	BRACKMAN MOWER WAREH 19286	227176	2022	6	INV	P			204.00	289710	Z TURN MOWERS HEALT	
002304	BRACKMAN MOWER WAREH 19522	227252	2022	6	INV	P			55.26	289710	Z TURN MOWER NO UNI	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
							259.26		
002657	DEWS, C L & SONS FOU	3657	227171	2022	6	INV P	344.00	289748	BUSH HOGS HEALTH BA
003746	NAPA AUTO PARTS	5930-645883	227232	2022	6	INV P	57.49	289839	UNIT 13062 .75IN 14
003843	PARISH TRACTOR (HATT 02-208301		227038	2022	6	INV P	251.72	289848	UNIT 16722 ASSY LAM
ACCOUNT TOTAL							2,332.42		
ORG 001250 TOTAL							4,714.89		
ANIMAL CONTROL									
001260	699900								
001260	699900								
004283	SOUTHERN PINES ANIMA	2022.04	0	2022	6	INV P	15,000.00	289892	MB#2020-678 HOUSING
ACCOUNT TOTAL							15,000.00		
ORG 001260 TOTAL							15,000.00		
HUMAN/SOC.ASST									
001280	682038								
001280	682038								
004524	USM/SYMPHONY ORCHEST	FYE 9/22	0	2022	6	INV P	50,000.00	289905	2022 CONTRIBUTION M
ACCOUNT TOTAL							50,000.00		
ORG 001280 TOTAL							50,000.00		
AIRPORT DIV.									
001551	560500								
001551	560500								
004256	SOLAR SUPPLY INC	3449920	227080	2022	6	INV P	37.64	289885	NON-PROG A/C STAT -
004256	SOLAR SUPPLY INC	3450025	227117	2022	6	INV P	185.93	289885	A/C REPAIR BOBBY CH
							223.57		
ACCOUNT TOTAL							223.57		
001551	630500								
003700	MS POWER COMPANY	E2022-11 MAR	0	2022	6	INV P	1,283.33	289833	MISSISSIPPI POWER-V
ACCOUNT TOTAL							1,283.33		
001551	639400								
003040	HAVARD PEST CONTROL	1918732	0	2022	6	INV P	300.00	289786	HAVARD PEST CONTROL
ACCOUNT TOTAL							300.00		
ORG 001551 TOTAL							1,806.90		

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001553				CEMETERY DIV						
001553	544000									
003717	MS TURF	233937		227324	2022	6	INV P	240.00	289836	CENIPEDE SOD FOR CE
								ACCOUNT TOTAL	240.00	
001553	570000									
002166	AUTO ARMATURE SERVIC	27641		227302	2022	6	INV P	164.95	289701	BATTERY FOR UNIT #2
002413	CARQUEST AUTO PARTS	14758-8724		227093	2022	6	INV P	71.88	289718	FRO F420 DEX III/
								ACCOUNT TOTAL	236.83	
001553	575500									
002887	GARY'S SMALL ENGINE	31822		227134	2022	6	INV P	29.99	289767	THROTTLE WIRE FOR C
								ACCOUNT TOTAL	29.99	
001553	604900									
003191	INTERFACE SECURITY S	20194294		0	2022	6	INV P	48.34	289795	MB#2006-2/76-77 SEC
003634	MOLLY MAID	0422		0	2022	6	INV P	245.00	289828	MB#2005-2/267 CLEAN
								ACCOUNT TOTAL	293.34	
001553	630500									
003700	MS POWER COMPANY	E2022 3.23		0	2022	6	INV P	414.09	289833	MS POWER VARIOUS DE
								ACCOUNT TOTAL	414.09	
001553	638600									
004139	SCOTTS HYDRAULIC SER	49604		227230	2022	6	INV P	779.81	289878	REPAIR KNUCKLE-BOOM
								ACCOUNT TOTAL	779.81	
001553	639800									
002282	BODY TECH INC	9412		227278	2022	6	INV P	125.00	289708	TOWING OF CEMETERY
								ACCOUNT TOTAL	125.00	
001553	643000									
002471	CINTAS CORPORATION #	4112559214		0	2022	6	INV P	65.27	289726	ST CONT#8200044758
002471	CINTAS CORPORATION #	4113246278		0	2022	6	INV P	65.27	289726	ST CONT#8200044758
002471	CINTAS CORPORATION #	4113936274		0	2022	6	INV P	65.27	289726	ST CONT#8200044758
002471	CINTAS CORPORATION #	4114620220		0	2022	6	INV P	65.27	289726	ST CONT#8200044758
								261.08		
								ACCOUNT TOTAL	261.08	
001553	643500									
								MOP-MAT-RAG RENT		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002471	CINTAS	CORPORATION	# 4112559121		0	2022	6	INV P	25.35	289727	ST CONT#8200044758
002471	CINTAS	CORPORATION	# 4113246282		0	2022	6	INV P	25.35	289727	ST CONT#8200044758
002471	CINTAS	CORPORATION	# 4113936235		0	2022	6	INV P	25.35	289727	ST CONT#8200044758
002471	CINTAS	CORPORATION	# 4114620256		0	2022	6	INV P	25.35	289727	ST CONT#8200044758
									101.40		
ACCOUNT TOTAL									101.40		
ORG 001553 TOTAL									2,481.54		
001560 PARKING OPER.											
001560	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022 3.23		0	2022	6	INV P	1,128.99	289833	MS POWER VARIOUS DE	
ACCOUNT TOTAL									1,128.99		
001560 640200 PARKING GARAGE/LOT RENT											
003789	NORFOLK SOUTHERN COR	92499291		0	2022	6	INV P	2,111.52	289843	LEASE RR PKG LOT MB	
ACCOUNT TOTAL									2,111.52		
ORG 001560 TOTAL									3,240.51		
FUND 001 REVENUES									TOTAL:	406,448.28	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300				PKS/REC-RECREATION MAINT. DIV.							
002300	510000			CLEANING/JANITORIAL SPLY							
002729	ELKINS WHOLESALE INC	479432		227030	2022	6	INV	P	505.62	289753	P&R GRNDS MAINT-JAN
				ACCOUNT TOTAL					505.62		
002300	513000			CHEMICALS							
003772	NEWELL PAPER COMPANY	4127794		227031	2022	6	INV	P	432.04	289841	P&R GRNDS MAINT-WAS
047024	GREENPOINT AG HOLDIN	1317153		227116	2022	6	INV	P	1,400.31	289774	P&R ALL BALLFIELDS-
048554	TWO RIVERS OUTDOORS	146014		227075	2022	6	INV	P	324.00	289901	P&R GRNDS MAINT-CHE
				ACCOUNT TOTAL					2,156.35		
002300	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	12320008	2/22	0	2022	6	INV	P	6,585.71	289730	FUEL USAGE 2/1/22-2
				ACCOUNT TOTAL					6,585.71		
002300	525500			LUBRICANTS							
002304	BRACKMAN MOWER WAREH	18937		227033	2022	6	INV	P	184.56	289710	P&R GRNDS MAINT-LUB
002413	CARQUEST AUTO PARTS	14758-8576		226599	2022	6	INV	P	83.76	289718	P&R GRNDS LUBRICANT
				ACCOUNT TOTAL					268.32		
002300	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	12320008	2/22	0	2022	6	INV	P	193.81	289730	FUEL USAGE 2/1/22-2
				ACCOUNT TOTAL					193.81		
002300	544000			HORT./LANDSCAPING SPLY.							
002049	ADAMS NURSERY	918244		227201	2022	6	INV	P	119.00	289688	P&R TATUM BASEBALL-
004279	SOUTHERN MS PINE STR	13368		227161	2022	6	INV	P	325.00	289890	P&R GRNDS MAINT PIN
				ACCOUNT TOTAL					444.00		
002300	546000			MINOR EQUIPMENT							
002492	CLEMTS HARDWARE	127712		226959	2022	6	INV	P	394.97	289735	P&R GRNDS MAINT-MIN
				ACCOUNT TOTAL					394.97		
002300	551000			RECREATIONAL SUPPLIES							
002177	B S N SPORTS	916311500		226566	2022	6	INV	P	1,418.59	289702	P&R DAHMER FIELD 1-
004043	RICHARDSON ATHLETICS	37449		227013	2022	6	INV	P	840.00	289868	P&R GRNDS MAINT-BAL
048654	HATTIESBURG HISTORIC HHNA			0	2022	6	INV	P	2,400.00	289784	HISTORIC NEIGHBORHO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL								4,658.59			
BUILDING MATERIALS & SPLY											
002300	560000										
002714	ECONOMY SUPPLY CO	072273	227107	2022	6	INV	P	161.90	289750	P&R	DAHMER PARK-BLD
002714	ECONOMY SUPPLY CO	072304	227074	2022	6	INV	P	95.80	289750	P&R	TATUM BASEBALL-
								257.70			
ACCOUNT TOTAL								257.70			
PLUMBING SUPPLIES											
002300	561000										
003543	MCELHANEY PLUMBING I	291624	227104	2022	6	INV	P	499.75	289820	P&R	JAYCEE PARK-PLU
003543	MCELHANEY PLUMBING I	291678	227168	2022	6	INV	P	138.89	289820	P&R	TATUM SOFTBALL-
								638.64			
ACCOUNT TOTAL								638.64			
PAINT AND PAINTING SPLY.											
002300	565000										
003926	PIONEER MANUFACTURIN	826661	226887	2022	6	INV	P	1,008.60	289855	P&R	GRNDS MAINT-PAI
ACCOUNT TOTAL								1,008.60			
MTR VEHICLE REP. PTS/SPL											
002300	570000										
002035	AAMCO TRANSMISSION (	I144622	227141	2022	6	INV	P	165.17	289686	P&R	TRK UNIT 21625-
004299	SOUTHERN TIRE MART L	2520087556	226905	2022	6	INV	P	79.85	289893	P&R	TRK UNIT 21153-
ACCOUNT TOTAL								245.02			
AGRICLTRL REPAIR PTS/SPL											
002300	575500										
002304	BRACKMAN MOWER WAREH	18937	227033	2022	6	INV	P	50.00	289710	P&R	GRNDS MAINT-LUB
002304	BRACKMAN MOWER WAREH	19031	226739	2022	6	INV	P	143.13	289710	P&R	MOWER 19303-SER
002304	BRACKMAN MOWER WAREH	19033	226889	2022	6	INV	P	139.95	289710	P&R	GRNDS MAINT VAC
002304	BRACKMAN MOWER WAREH	19124	227121	2022	6	INV	P	4.80	289710	P&R	MOWER UNIT 2023
002304	BRACKMAN MOWER WAREH	19469	227219	2022	6	INV	P	500.64	289710	P&R	MOWER UNIT 2074
								838.52			
002492	CLEMTS HARDWARE	127795	227032	2022	6	INV	P	161.94	289735	P&R	GRNDS MAINT SUP
004299	SOUTHERN TIRE MART L	2520086958	226957	2022	6	INV	P	109.56	289893	P&R	TRK UNIT 21613-
ACCOUNT TOTAL								1,110.02			
FREIGHT											
002300	612000										
003926	PIONEER MANUFACTURIN	826661	226887	2022	6	INV	P	20.00	289855	P&R	GRNDS MAINT-PAI
004043	RICHARDSON ATHLETICS	37449	227013	2022	6	INV	P	272.10	289868	P&R	GRNDS MAINT-BAL
ACCOUNT TOTAL								292.10			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300	630500										
003700	MS POWER COMPANY	E2022	3.23		0	2022	6	INV P	1,150.81	289833	MS POWER VARIOUS DE
ELECTRICITY											
ACCOUNT TOTAL									1,150.81		
002300	635500										
002672	DOLEAC ELECTRIC CO I	H25738			0	2022	6	INV P	4,587.54	289749	P&R TATUM SOCCER-LA
002672	DOLEAC ELECTRIC CO I	H26024			0	2022	6	INV P	4,442.57	289749	P&R JAYCEE LABOR LI
002672	DOLEAC ELECTRIC CO I	H26044			0	2022	6	INV P	1,850.39	289749	P&R CAMERON-LABOR R
002672	DOLEAC ELECTRIC CO I	H26096			0	2022	6	INV P	835.70	289749	P&R 9TH ST LABOR LI
002672	DOLEAC ELECTRIC CO I	H26108			0	2022	6	INV P	1,271.04	289749	P&R TATUM SOCCER F1
ELECTRICAL R&M											
ACCOUNT TOTAL									12,987.24		
002300	638000										
003242	JEFCOAT FENCE OF HAT	0023656			226864	2022	6	INV P	1,086.05	289800	P&R CAMERON FIELD-L
003242	JEFCOAT FENCE OF HAT	0023657			226891	2022	6	INV P	2,022.30	289800	P&R DAHMER PARK-LAB
FIXED EQUIPMENT R&M											
ACCOUNT TOTAL									3,108.35		
002300	638400										
002035	AAMCO TRANSMISSION (	I144622			227141	2022	6	INV P	862.49	289686	P&R TRK UNIT 21625-
004299	SOUTHERN TIRE MART L	2520087002			227012	2022	6	INV P	30.00	289893	P&R TRK UNIT 21755-
MOTOR VEHICLE EQ. R&M											
ACCOUNT TOTAL									892.49		
002300	638700										
002083	ALLBRITTON CHAIN SAW	88964			227220	2022	6	INV P	24.00	289692	P&R GROUNDS-CHAINSA
002304	BRACKMAN MOWER WAREH	19031			226739	2022	6	INV P	114.59	289710	P&R MOWER 19303-SER
002304	BRACKMAN MOWER WAREH	19032			226815	2022	6	INV P	101.93	289710	P&R LABOR TO SERVIC
002304	BRACKMAN MOWER WAREH	19124			227121	2022	6	INV P	80.00	289710	P&R MOWER UNIT 2023
002304	BRACKMAN MOWER WAREH	19469			227219	2022	6	INV P	60.00	289710	P&R MOWER UNIT 2074
AGRICULTURAL EQ. R&M											
ACCOUNT TOTAL									356.52		
002300	643000										
002471	CINTAS CORPORATION #	4113684370			0	2022	6	INV P	176.14	289726	P&R GRNDS MAINT-UNI
UNIFORM RENT											
ACCOUNT TOTAL									176.14		
002300	644900										
002471	CINTAS CORPORATION #	4113684081			0	2022	6	INV P	33.66	289727	P&R GRNDS MAINT-MAT
OTHER RENT											
ACCOUNT TOTAL									33.66		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002300 699900								SERVICES NOT SPECIFIED	
002266 BLADE TRADE LLC	0001	226677	2022	6	INV P	4,950.00		289707	P&R TATUM/DAHMER/CA
003830 PACE ROOFING	2377	226603	2022	6	INV P	2,448.00		289847	P&R JAYCEE PARK-ROO
004596 WATER FLOW PRODUCTIO	11912	0	2022	6	INV P	240.92		289913	P&R CAMERON FIELD-E
004596 WATER FLOW PRODUCTIO	11913	0	2022	6	INV P	3,151.36		289913	P&R TATUM PARK-EMER
						3,392.28			
004609 WEBBS PAINT COMPANY	466939	227008	2022	6	INV P	9,615.00		289915	P&R TATUM BB COMPLE
047187 FOUR SEASONS LAWN	12288	226188	2022	6	INV P	825.00		289764	P&R 38TH AVE-LANDSC
						ACCOUNT TOTAL		21,230.28	
002300 733500								AGRICULTURAL EQUIPMENT	
048553 HUSTLER TURF	2559470	226292	2022	6	INV P	12,249.00		289793	P&R GROUNDS-RECREAT
						ACCOUNT TOTAL		12,249.00	
						ORG 002300 TOTAL		70,967.94	
002315								PKS/REC-REC.ADMIN/COM.REL.	
002315 551000								RECREATIONAL SUPPLIES	
002177 B S N SPORTS	916291977	226958	2022	6	INV P	1,238.16		289702	TABLE SCOREBOARDS
003921 PINE BELT TROPHY	TROPHIES	226873	2022	6	INV P	413.00		289854	1ST PLACE TROPHIES
						ACCOUNT TOTAL		1,651.16	
002315 560001								BLDG MATERIALS & SPLY GRANTS	
003457 LOWE'S OF HATTIESBUR	937074-HPMBWB	222952	2022	6	INV P	533.66		289812	P&R HCAC BLDG MATER
						ACCOUNT TOTAL		533.66	
002315 603400								OFFICIALS	
004432 THOMPSON, JESSE	3.24.22	0	2022	6	INV P	175.00		289897	HPR CONTRACT LABOR
048583 BUNCH LATOYA L	3.24.22	0	2022	6	INV P	50.00		289714	HPR CONTRACT LABOR
048584 SUTTON DIONTA T	3.24.22	0	2022	6	INV P	75.00		289896	HPR CONTRACT LABOR
048589 SMITH JELISA K	3.24.22	0	2022	6	INV P	75.00		289884	HPR CONTRACT LABOR
048590 CRAWFORD OTTO	3.24.22	0	2022	6	INV P	150.00		289741	HPR CONTRACT LABOR
048591 MORRIS ROBERT L	3.24.22	0	2022	6	INV P	200.00		289831	HPR CONTRACT LABOR
						ACCOUNT TOTAL		725.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002315 604900								OTHER PROFESSIONAL SERV.	
002540 CONNER, TOBARRA	3.24.22	0	2022 6	INV	P	140.00		289738	HPR CONTRACT LABOR
002965 GUTHRIE, JONI S	3.24.22	0	2022 6	INV	P	180.00		289780	HPR CONTRACT LABOR
003313 KETTLEY, ANNETTE	3.24.22	0	2022 6	INV	P	120.00		289804	HPR CONTRACT LABOR
003508 MARTIN, MAGDALINE	3.24.22	0	2022 6	INV	P	96.00		289815	HPR CONTRACT LABOR
003958 POWELL, RANDY	3.24.22	0	2022 6	INV	P	300.00		289858	HPR CONTRACT LABOR
048422 RAY NANCY REBEKAH	3.24.22	0	2022 6	INV	P	150.00		289862	HPR CONTRACT LABOR
						ACCOUNT TOTAL		986.00	
002315 611000								TRAVEL EXPENSE	
003545 MCGEE, CHRIS	3/18/22	0	2022 6	INV	P	218.55		289821	TRAVEL - EXECUTIVE
						ACCOUNT TOTAL		218.55	
002315 630500								ELECTRICITY	
003700 MS POWER COMPANY	E2022 3.23	0	2022 6	INV	P	14,394.98		289833	MS POWER VARIOUS DE
003700 MS POWER COMPANY	E2022-11 MAR	0	2022 6	INV	P	4,934.35		289833	MISSISSIPPI POWER-V
						19,329.33			
						ACCOUNT TOTAL		19,329.33	
002315 639400								DISINFECT./EXTERMINATION	
003040 HAVARD PEST CONTROL	1896313	0	2022 6	INV	P	70.00		289786	HAVARD PEST CONTROL
						ACCOUNT TOTAL		70.00	
002315 684000								DUES AND MEMBERSHIPS	
003702 MS RECREATION AND PA 3579		0	2022 6	INV	P	425.00		289834	MEMBERSHIP RENEWAL
						ACCOUNT TOTAL		425.00	
002315 684500								REGISTRATION FEE/TUITION	
003545 MCGEE, CHRIS	03/18/22	0	2022 6	INV	P	100.00		289821	TRAVEL - EXECUTIVE
						ACCOUNT TOTAL		100.00	
						ORG 002315 TOTAL		24,038.70	
FUND 002 PARKS & RECREATION FUND						TOTAL:		95,006.64	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
005160			H.M.F.P.FUND-FIRE DIVISION						
005160 535500			WEARING APPAREL						
003744	NAFECO-NORTH AMERICA	1135732	226866	2022	6	INV P	1,356.00	289838	HFD FIREFIGHTING GE
ACCOUNT TOTAL						1,356.00			
ORG 005160 TOTAL						1,356.00			
FUND 005 HATT.MUNICIPAL FIRE PROTECTION						TOTAL:	1,356.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	525000										
001002	CITY OF HATTIESBURG	12320008	2/22	FUND9	0	2022	6	INV P	988.36	289732	FUEL USAGE 2/1-2/28
									988.36		
009660	545000										
003380	LANCASTER'S MACHINE	25138				226996	2022	6 INV P	600.00	289808	HAND TOOLS WATER BI
									600.00		
009660	546000										
003941	POLLARD WATER.COM-EA	0206071				226236	2022	6 INV P	20.75	289857	MINOR EQUIPMENT AND
003941	POLLARD WATER.COM-EA	0206071-2				226236	2022	6 INV P	20.75	289857	MINOR EQUIPMENT AND
									41.50		
									41.50		
009660	546700										
003941	POLLARD WATER.COM-EA	0206071				226236	2022	6 INV P	625.00	289857	MINOR EQUIPMENT AND
003941	POLLARD WATER.COM-EA	0206071-1				226236	2022	6 INV P	625.00	289857	MINOR EQUIPMENT AND
									1,250.00		
									1,250.00		
009660	604900										
002905	GILLILANDS ELECTRONI	7462			0		2022	6 INV P	90.00	289770	2001-5/478 MB QUART
									90.00		
003389	LARRY'S WRECKER SERV	2ND TOW FOR 18706			0		2022	6 INV P	65.00	289809	TOW FOR UNIT 18706
003389	LARRY'S WRECKER SERV	TOW FOR UNIT 18706			0		2022	6 INV P	55.00	289809	TOW FOR UNIT 18706
									120.00		
003861	PATTERSON AUTO ELECT	81360				227217	2022	6 INV P	919.99	289849	REPAIR TO UNIT 1870
									919.99		
004003	RAWLS SPRINGS UTILIT	RAWLS 032222			0		2022	6 INV P	208.00	289861	SEWER READS MARCH 2
									208.00		
									1,337.99		
009660	607000										
047562	ENCO UTILITY	21498			0		2022	6 INV P	1,438.46	289758	MB 2020-835 RT 2 BI
									1,438.46		
009660	612000										
003941	POLLARD WATER.COM-EA	0206071				226236	2022	6 INV P	90.80	289857	MINOR EQUIPMENT AND
									90.80		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660	620000					PRINTING					
047562	ENCO UTILITY		21498		0	2022	6	INV P	538.85		289758 MB 2020-835 RT 2 BI
ACCOUNT TOTAL									538.85		
009660	630000					GAS					
004321	SPIRE		G2022-17	MAR	0	2022	6	INV P	223.92		289894 SPIRE-VARIOUS DEPT-
ACCOUNT TOTAL									223.92		
009660	630500					ELECTRICITY					
003700	MS POWER COMPANY		E2022-11	MAR	0	2022	6	INV P	468.61		289833 MISSISSIPPI POWER-V
ACCOUNT TOTAL									468.61		
009660	643000					UNIFORM RENT					
002471	CINTAS CORPORATION # 4113245058				0	2022	6	INV P	80.45		289726 S/C 8200044758 UNIF
002471	CINTAS CORPORATION # 4113934941				0	2022	6	INV P	66.68		289726 S/C 8200044758 UNIF
002471	CINTAS CORPORATION # 4114618854				0	2022	6	INV P	68.83		289726 S/C 8200044758 UNIF
									215.96		
ACCOUNT TOTAL									215.96		
ORG 009660 TOTAL									7,194.45		
009672						W&S O&M-WATER TRANSMISSION DIV					
009672	525000					GAS AND OIL					
001002	CITY OF HATTIESBURG	12320008	2/22	FUND9 0		2022	6	INV P	4,447.62		289732 FUEL USAGE 2/1-2/28
ACCOUNT TOTAL									4,447.62		
009672	525700					DIESEL FUEL					
001002	CITY OF HATTIESBURG	12320008	2/22	FUND9 0		2022	6	INV P	89.55		289732 FUEL USAGE 2/1-2/28
ACCOUNT TOTAL									89.55		
009672	570000					MTR VEHICLE REP. PTS/SPL					
002166	AUTO ARMATURE SERVIC 27613		227263			2022	6	INV P	500.85		289701 BATTERIES FOR UNIT
ACCOUNT TOTAL									500.85		
ORG 009672 TOTAL									5,038.02		
009673						W&S O&M-WATER PLANT DIVISION					
009673	525000					GAS AND OIL					
001002	CITY OF HATTIESBURG	12320008	2/22	FUND9 0		2022	6	INV P	646.10		289732 FUEL USAGE 2/1-2/28
ACCOUNT TOTAL									646.10		
009673	525700					DIESEL FUEL					
001002	CITY OF HATTIESBURG	12320008	2/22	FUND9 0		2022	6	INV P	169.43		289732 FUEL USAGE 2/1-2/28

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										169.43		
009673	604900					OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	76365	0	2022	6	INV	P	1,378.00		289709	COLIFORM TESTING RO	
003242	JEFCOAT FENCE OF HAT	0023630	0	2022	6	INV	P	500.00		289799	SERVICE CALL, GATE	
003614	MISSION COMMUNICATIO	1062725	0	2022	6	INV	P	1,078.20		289827	ANNUAL CELLULAR SER	
048032	M D ELECTRIC LLC	3763	0	2022	6	INV	P	1,870.00		289813	MISSION SCADA #2 FO	
ACCOUNT TOTAL										4,826.20		
009673	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2022 2.3	0	2022	6	INV	P	46.90		289833	MS POWER 1102 REBEC	
003700	MS POWER COMPANY	E2022 3.23	0	2022	6	INV	P	9,196.75		289833	MS POWER VARIOUS DE	
003700	MS POWER COMPANY	E2022-11 MAR	0	2022	6	INV	P	24,332.77		289833	MISSISSIPPI POWER-V	
								33,576.42				
ACCOUNT TOTAL										33,576.42		
009673	635000					BUILDING R&M						
003493	MALONE ROOFING SERVI	43486	222939	2022	6	INV	P	1,900.00		289814	ROOF REPAIRS AT WAT	
ACCOUNT TOTAL										1,900.00		
009673	643000					UNIFORM RENT						
002471	CINTAS CORPORATION #	4113935674	0	2022	6	INV	P	246.98		289726	SC#8200044758- UNIF	
002471	CINTAS CORPORATION #	4114619712	0	2022	6	INV	P	246.98		289726	SC#8200044758-- UNI	
								493.96				
ACCOUNT TOTAL										493.96		
009673	643500					MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4095615938	0	2022	6	INV	P	22.11		289727	SC#8200044758- MOPS	
002471	CINTAS CORPORATION #	4113935110	0	2022	6	INV	P	23.03		289727	SC#8200044758- MOPS	
002471	CINTAS CORPORATION #	4114618958	0	2022	6	INV	P	23.03		289727	SC#8200044758 -- MO	
								68.17				
ACCOUNT TOTAL										68.17		
ORG 009673 TOTAL										41,680.28		
009676	W&S O&M-SEWER DIVISION											
009676	513000					CHEMICALS						
002443	CERTIFIED LABORATORI	7726230	227071	2022	6	INV	P	20,870.80		289723	E100,EMERGE,CHERRYF	
ACCOUNT TOTAL										20,870.80		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009676	525000										
001002	CITY OF HATTIESBURG	12320008	2/22	FUND9 0		GAS AND OIL					
						2022	6	INV P	964.39	289732	FUEL USAGE 2/1-2/28
						ACCOUNT TOTAL			964.39		
009676	525700										
001002	CITY OF HATTIESBURG	12320008	2/22	FUND9 0		DIESEL FUEL					
						2022	6	INV P	351.55	289732	FUEL USAGE 2/1-2/28
						ACCOUNT TOTAL			351.55		
009676	561000										
003543	MCELHANEY PLUMBING I	291758			227194	2022	6	INV P	13.90	289820	3/4 X 12 NIPPLE FOR
003543	MCELHANEY PLUMBING I	291788			227268	2022	6	INV P	27.75	289820	REPAIR PARTS FOR JE
									41.65		
						ACCOUNT TOTAL			41.65		
009676	570000										
002413	CARQUEST AUTO PARTS	14758-9015			227195	2022	6	INV P	31.58	289718	19"WIPER BLADES FOR
002413	CARQUEST AUTO PARTS	14758-9155			227234	2022	6	INV P	282.34	289718	REPAIR PARTS FOR UN
002413	CARQUEST AUTO PARTS	14758-9263			227260	2022	6	INV P	75.41	289718	REPAIR PARTS FOR UN
									389.33		
						ACCOUNT TOTAL			389.33		
009676	630500										
003700	MS POWER COMPANY	E2022 3.23			0	2022	6	INV P	3,811.97	289833	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022-11 MAR			0	2022	6	INV P	3,724.67	289833	MISSISSIPPI POWER-V
									7,536.64		
004282	SOUTHERN PINE ELECTR	E2022 3.16.22			0	2022	6	INV P	87.75	289891	SOUTHERN PINE VARIO
004282	SOUTHERN PINE ELECTR	E2022 3.17.22			0	2022	6	INV P	530.28	289891	SOUTHERN PINE VARIO
									618.03		
						ACCOUNT TOTAL			8,154.67		
009676	636000										
004058	RJM MCQUEEN CONTRACT	2592			0	STREETS & STRUCTURES R&M					
						2022	6	INV P	68,474.68	289872	MB2020-179:SEWER RE
						ACCOUNT TOTAL			68,474.68		
009676	638200										
002083	ALLBRITTON CHAIN SAW	12595			227235	2022	6	INV P	47.95	289692	REPAIRS TO STIHL TS
002083	ALLBRITTON CHAIN SAW	12596			227100	2022	6	INV P	59.25	289692	REPAIRS ASSET # 202
									107.20		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			107.20			
						ORG 009676 TOTAL			99,354.27			
009677 W&S O&M-SEWER LAGOON DIV.												
009677 513000 CHEMICALS												
002094 ALLIED UNIVERSAL COR I2767301						227185	2022	6	INV	P	6,068.60	289693 CHLORINE & SULFUR D
002094 ALLIED UNIVERSAL COR I2767307						227185	2022	6	INV	P	1,174.30	289693 CHLORINE & SULFUR D
									7,242.90			
						ACCOUNT TOTAL			7,242.90			
009677 525000						GAS AND OIL						
001002 CITY OF HATTIESBURG 12320008 2/22 FUND9 0						2022	6	INV	P	373.79	289732 FUEL USAGE 2/1-2/28	
						ACCOUNT TOTAL			373.79			
009677 525700						DIESEL FUEL						
001002 CITY OF HATTIESBURG 12320008 2/22 FUND9 0						2022	6	INV	P	401.75	289732 FUEL USAGE 2/1-2/28	
						ACCOUNT TOTAL			401.75			
009677 630500						ELECTRICITY						
003700 MS POWER COMPANY E2022 3.23						0	2022	6	INV	P	714.50	289833 MS POWER VARIOUS DE
003700 MS POWER COMPANY E2022-11 MAR						0	2022	6	INV	P	41,666.48	289833 MISSISSIPPI POWER-V
									42,380.98			
003873 PEARL RIVER VALLEY E 2022 3.18						0	2022	6	INV	P	50.00	289850 PEARL RIVER VALLEY
003873 PEARL RIVER VALLEY E 2022 3.21						0	2022	6	INV	P	327.80	289850 PRVEPA SEWER LAGOON
									377.80			
						ACCOUNT TOTAL			42,758.78			
009677 638000						FIXED EQUIPMENT R&M						
003348 L & A CONTRACTING CO 483-210						0	2022	6	INV	P	36,951.69	289807 MB2016-64: LAGOONS
						ACCOUNT TOTAL			36,951.69			
						ORG 009677 TOTAL			87,728.91			
FUND 009 WATER & SEWER OPERATION/MAINT.						TOTAL:			240,995.93			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6																
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION				
011000				WATER & SEWER		BALANCE SHEET										
011000				METER SECURITY DEPOSITS												
002720	114000	EDWARDS PROPERTY MGM	117077	83570	0	2022	6	INV	P	33.60		289752	MTR	DEP	REF	83518
002977		HALLMAN PROPERTIES 2	118838	85296	0	2022	6	INV	P	18.00		289781	MTR	DEP	REF	85296
004024		REMAX REAL ESTATE 14	119062	85507	0	2022	6	INV	P	18.00		289867	MTR	DEP	REF	85507
004183		SHOEMAKER PROPERTIES	119262	85702	0	2022	6	INV	P	18.00		289882	MTR	DEP	REF	85702
004188		SHOEMAKER PROPERTIES	119295	85734	0	2022	6	INV	P	18.00		289883	MTR	DEP	REF	85734
004267		SOUTHEASTERN CONCRET	31162	13715	0	2022	6	INV	P	3.60		289886	MTR	DEP	REF	13715
048059		ALLISON DEUS	118994	85443	0	2022	6	INV	P	18.00		289694	MTR	DEP	REF	85443
048106		REALITY STAR NETWORK	118188	84662	0	2022	6	INV	P	18.00		289866	MTR	DEP	REF	84662
048114		EMPOWERING YOU	119315	85753	0	2022	6	INV	P	18.00		289757	MTR	DEP	REF	85753
048391		KENNETH COOLEY	102764	70543	0	2022	6	INV	P	12.00		289803	MTR	DEP	REF	70543
048469		TIMOTHY GORDON JR	119124	85566	0	2022	6	INV	P	18.00		289899	MTR	DEP	REF	85566
048511		GIBBS, TANGELA	103916	71566	0	2022	6	INV	P	75.00		289768	MTR	DEP	REF	71566
048601		DANIEL HUTSON	117943	84423	0	2022	6	INV	P	75.00		289744	MTR	DEP	REFUND	8442
048602		BRITANNY ARMS	42637	1038	0	2022	6	INV	P	10.00		289712	MTR	DEP	REF	1038
048603		WOODROW CHANCELLOR	23295	5845	0	2022	6	INV	P	6.00		289917	MTR	DEP	REF	5845
048604		PLAID RHINO	81176	51281	0	2022	6	INV	P	150.00		289856	MTR	DEP	REF	51281
048605		EMMANUEL PROPHECY	83293	53130	0	2022	6	INV	P	18.00		289755	MTR	DEP	REF	53130
048606		DANIEL HOLLAND	85788	55336	0	2022	6	INV	P	75.00		289743	MTR	DEP	REF	55336
048607		MATTHEW D CRAFT	90914	59930	0	2022	6	INV	P	18.00		289817	MTR	DEP	REF	59930
048608		SCRUBS N MORE	101293	69217	0	2022	6	INV	P	75.00		289879	MTR	DEP	REF	69217
048609		NICHOLAS HINES	95728	64192	0	2022	6	INV	P	18.00		289842	MTR	DEP	REF	64192
048611		MICHAEL ALBANESE	103963	71601	0	2022	6	INV	P	18.00		289824	MTR	DEP	REF	71601
048612		CHAD HUTCHINSON	104646	72224	0	2022	6	INV	P	75.00		289724	MTR	DEP	REF	72224
048613		MAYLISA SMITH	106340	73776	0	2022	6	INV	P	18.00		289819	MTR	DEP	REF	73776
048614		ROBERT CHARLES TER	108905	76061	0	2022	6	INV	P	18.00		289873	MTR	DEP	REF	76061

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
048615 TIFFANY GUILFORD	108987 76135	0	2022	6	INV	P	9.76	289898	MTR DEP REF 76135
048616 RONALD MCNEIL	109818 76927	0	2022	6	INV	P	18.00	289874	MTR DEP REF 76927
048617 SHAWN ALMS	111253 78245	0	2022	6	INV	P	18.00	289880	MTR DEP REF 78245
048618 MELINDA GHOLSON	111635 78573	0	2022	6	INV	P	3.76	289823	MTR DEP REF 78573
048619 VERNON CLEVINGER	111954 78849	0	2022	6	INV	P	12.56	289907	MTR DEP REF 78849
048620 RANDA WOOLAND HILL	112778 79573	0	2022	6	INV	P	18.00	289860	MTR DEP REF 79573
048621 C. T. RENTALS	113409 80171	0	2022	6	INV	P	35.00	289716	MTR DEP REF 80171
048622 CORY COOLEY	113419 80182	0	2022	6	INV	P	18.00	289739	MTR DEP REF 80182
048623 GINA HARDIN	114815 81438	0	2022	6	INV	P	75.00	289771	MTR DEP REF 81438
048624 CORY DEXTON COOLEY	116149 82688	0	2022	6	INV	P	10.36	289740	MTR DEP REF 82688
048625 GRAHAM LIGHTSEY	116422 82941	0	2022	6	INV	P	18.00	289773	MTR DEP REF 82941
048626 SHELLY WILLIAMSON	117024 83518	0	2022	6	INV	P	75.00	289881	MTR DEP REF 83518
048627 DANIEL DISNEY	118054 84530	0	2022	6	INV	P	75.00	289742	MTR DEP REF 84530
048628 KYLE KEYS	118151 84626	0	2022	6	INV	P	18.00	289806	MTR DEP REF 84626
048629 STEVEN COLSON	118213 84687	0	2022	6	INV	P	75.00	289895	MTR DEP REF 84687
048630 HOLLY C LADINER	118448 84919	0	2022	6	INV	P	18.00	289791	MTR DEP REF 84919
048631 GREGORY LANCASTER	118648 85112	0	2022	6	INV	P	47.16	289775	MTR DEP REF 85112
048632 AMEER FAQUIR	118756 85213	0	2022	6	INV	P	18.00	289695	MTR DEP REF 85213
048633 KELLIE JO NEWSOM	118784 85241	0	2022	6	INV	P	75.00	289802	MTR DEP REF 85241
048634 BENNIE ELDRED III	118983 85433	0	2022	6	INV	P	75.00	289704	MTR DEP REF 85433
048635 OVERSTOCK FURNITURE	118978 85430	0	2022	6	INV	P	33.60	289846	MTR DEP REF 85430
048636 CHARLES MILLER	119054 85499	0	2022	6	INV	P	75.00	289725	MTR DEP REF 85499
048637 CATHERINE RHODES	119103 85545	0	2022	6	INV	P	18.00	289720	MTR DEP REF 85545
048638 VERA FENDRY	119152 85594	0	2022	6	INV	P	18.00	289906	MTR DEP REF 85594
048639 MONICA M HAYES	119255 85695	0	2022	6	INV	P	18.00	289829	MTR DEP REF 85695
048640 EDNA JAMISON	110069 77162	0	2022	6	INV	P	18.00	289751	MTR DEP REF 77162

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
048641	KRISTINE AGRICOLA	112108	78977	0	2022	6	INV P	12.00	289805	MTR DEP REF	78977
048642	RAYLAWNI G BRAN	112698	79499	0	2022	6	INV P	18.00	289864	MTR DEP REF	79499
048643	DAVIS PREMIRE GROUP*	115194	81791	0	2022	6	INV P	18.00	289746	MTR DEP REF	81791
048644	VR DUGGAIL II LLC	115963	82516	0	2022	6	INV P	33.60	289910	MTR DEP REF	82516
048645	DARIAN MACK	117059	83552	0	2022	6	INV P	18.00	289745	MTR DEP REF	83552
048646	CEILIDH DALTON	118012	84489	0	2022	6	INV P	9.76	289721	MTR DEP REF	84489
048647	HOLY CROSS ORTHODOX	118038	84514	0	2022	6	INV P	35.00	289792	MTR DEP REF	84514
048648	ULISSES BARQUERO	118939	85390	0	2022	6	INV P	18.00	289902	MTR DEP REF	85390
048649	RICKY C HOPTON	119045	85490	0	2022	6	INV P	18.00	289869	MTR DEP REF	85490
048650	DELANA MADDEN	119122	85564	0	2022	6	INV P	18.00	289747	MTR DEP REF	85564
048651	LEE EVERETT CONST	119163	85605	0	2022	6	INV P	18.00	289810	MTR DEP REF	85605
048652	LEE EVERETT CONST	119165	85607	0	2022	6	INV P	18.00	289811	MTR DEP REF	85607
048653	HIPAL PATEL	119353	85787	0	2022	6	INV P	75.00	289789	MTR DEP REF	85787
048662	JAMES BRONSON	103536	71218	0	2022	6	INV P	18.00	289798	MTR DEP REF	71218
ACCOUNT TOTAL								2,062.76			
011000	115000			COLLECTION FEES							
002058	ADELA INC	040201490000	2/28	0	2022	6	INV P	514.38	289689	REMIT COLLECTION FE	
ACCOUNT TOTAL								514.38			
ORG 011000 TOTAL								2,577.14			
011660	WATER & SEWER-CUST.ACCT.DIV.										
011660	6835WT	WATER RELATED REFUND									
003033	HATTIESBURG CLINIC P	75298	46017	0	2022	6	INV P	2,214.88	289783	OVERPAYMENT	46017
004550	VILLAGE CROSSING LLC	114025	80725	0	2022	6	INV P	957.78	289908	OVERPAYMENT	80725
004551	VILLAGE CROSSING LLC	114023	80724	0	2022	6	INV P	1,712.08	289909	OVERPAYMENT	80724
048601	DANIEL HUTSON	117943	84423 1	0	2022	6	INV P	57.00	289744	OVERPAYMENT	84423
048633	KELLIE JO NEWSOM	118784	85241 1	0	2022	6	INV P	32.00	289802	OVERPAYMENT	85241
048634	BENNIE ELDRED III	118983	85433 1	0	2022	6	INV P	18.00	289704	OVERPAYMENT	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
048653	HIPAL PATEL	119353	85787 1	0	2022	6	INV P	9.00	289789	OVERPAYMENT 85787	
048663	RR UNIVERSITY APARTM	116375	82897	0	2022	6	INV P	1,866.56	289875	OVERPAYMENT 82897	
ACCOUNT TOTAL								6,867.30			
ORG 011660 TOTAL								6,867.30			
FUND 011 WATER & SEWER FUND							TOTAL:	9,444.44			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
019100				POL.FORFEITURES-POLICE DIV.							
019100 559200				OTHER OPER.MATLS-D.A.R.E.							
004446 TOSHIBA BUSINESS SOL 5380110				0	2022 6 INV P			285.02		289900	MB#2018-164 COMMUNI
				ACCOUNT TOTAL				285.02			
				ORG 019100	TOTAL			285.02			
FUND 019 POLICE FORFEITURES FUND				TOTAL:				285.02			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
039551				AIRPORT IMPR.-AIRPORT DIV							
039551 729502				AIRPORT IMP-FAA							
002843	FORD ENGINEERING	SER 210206L	0	2022	6	INV	P	17,306.83	289763	MB	2021-31 RUNWAY L
002843	FORD ENGINEERING	SER 211116D	0	2022	6	INV	P	9,618.92	289763	MB	2021-306 TAXIWAY
								26,925.75			
ACCOUNT TOTAL								26,925.75			
ORG 039551 TOTAL								26,925.75			
FUND 039 AIRPORT IMPROVEMENT FUND								TOTAL:	26,925.75		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
072201				MUN.ROAD&BRIDGE-STREET DIV							
072201 636000				STREETS & STRUCTURES R&M							
048327	GULF BREEZE CONSTRUC	2391		226008	2022	6	INV P	16,600.00		289778	2-QUOTE JAMES ST BR
ACCOUNT TOTAL								16,600.00			
072201 723025				CTRY.CLUB RD. INTERSECTN.							
048667	R & J CONSTRUCTION	COUNTRY CLUB RD #1	0	2022	6	INV P		195,038.58		289859	MB 2021-172 COUNTRY
048667	R & J CONSTRUCTION	COUNTRY CLUB RD #2	0	2022	6	INV P		220,398.43		289859	MB 2021-172 COUNTRY
								415,437.01			
ACCOUNT TOTAL								415,437.01			
072201 723029				HARDY ST ROUNDABOUT							
003764	NEEL-SCHAFFER INC	1076743-1077063	0	2022	6	INV P		21,388.40		289840	MB 2021-160 HARDY S
003764	NEEL-SCHAFFER INC	1077527-1078133	0	2022	6	INV P		20,143.93		289840	MB 2021-160 HARDY S
								41,532.33			
ACCOUNT TOTAL								41,532.33			
ORG 072201					TOTAL			473,569.34			
FUND 072 MUNICIPAL ROAD & BRIDGE						TOTAL:		473,569.34			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570											
073570	525000										
001002	CITY OF HATTIESBURG	1230008	2/22	0		2022	6	INV P	1,176.91	289731	FUEL USAGE 2/1-2/28
									ACCOUNT TOTAL	1,176.91	
073570	525700										
001002	CITY OF HATTIESBURG	1230008	2/22	0		2022	6	INV P	8,473.41	289731	FUEL USAGE 2/1-2/28
									ACCOUNT TOTAL	8,473.41	
073570	630500										
003700	MS POWER COMPANY	E2022-11 MAR		0		2022	6	INV P	1,617.66	289833	MISSISSIPPI POWER-V
									ACCOUNT TOTAL	1,617.66	
073570	686800										
002956	GROVE TRANSIT	022722-031222		0		2022	6	INV P	5,384.00	289777	JARC 2/27/22-3/12/2
									ACCOUNT TOTAL	5,384.00	
073570	710024										
002714	ECONOMY SUPPLY CO	031522		226939		2022	6	INV P	339.79	289750	SUPPLIES FOR USM BU
047929	BRASCO	49276		223446		2022	6	INV P	29,875.00	289711	BUS SHELTERS - HCT
									ACCOUNT TOTAL	30,214.79	
									ORG 073570 TOTAL	46,866.77	
FUND 073 MASS TRANSIT FUND									TOTAL:	46,866.77	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
075695						W&S CONSTR.-CAPITAL PROJECTS						
075695 722001						HALL AVENUE SEWER						
002915		GRADY CRAWFORD		CONST	HALL AVE SEWER #2	0	2022	6	INV	P	610,200.85	289772 MB 2021-213 HALL AV
ACCOUNT TOTAL										610,200.85		
075695 722002						LONGLEAF HEIGHTS NORTH						
047349		HEMPHILL		CONST	LONGLEAF NORTH #12	0	2022	6	INV	P	269,886.57	289788 MB 2021-6 LONGLEAF
ACCOUNT TOTAL										269,886.57		
ORG 075695 TOTAL										880,087.42		
FUND 075				WATER&SEWER CONSTRUCTION FUND				TOTAL:		880,087.42		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
077650					COMMUNITY CTR-ADMIN/GENERAL						
077650	525000				GAS AND OIL						
001002	CITY OF HATTIESBURG	12320008	2/22	FUND77	0	2022	6	INV	P	130.08	289733 FUEL USAGE 2/1-2/28
										ACCOUNT TOTAL	130.08
077650	560000				BUILDING MATERIALS & SPLY						
004256	SOLAR SUPPLY INC	3450111		226409	2022	6	INV	P	96.00	289885	AIR FILTERS FOR BEN
										ACCOUNT TOTAL	96.00
077650	560500				ELECTRICAL SUPPLIES						
004256	SOLAR SUPPLY INC	3450110		226410	2022	6	INV	P	450.60	289885	AIR FILTERS FOR COM
004256	SOLAR SUPPLY INC	3450111		226409	2022	6	INV	P	214.56	289885	AIR FILTERS FOR BEN
										665.16	
										ACCOUNT TOTAL	665.16
077650	604900				OTHER PROFESSIONAL SERV.						
003681	MS FIRE & SAFETY OF	77358		0	2022	6	INV	P	178.00	289832	1-K STYLE HYDRO TES
										ACCOUNT TOTAL	178.00
077650	630000				GAS						
004321	SPIRE	G2022-17 MAR		0	2022	6	INV	P	534.90	289894	SPIRE-VARIOUS DEPT-
										ACCOUNT TOTAL	534.90
077650	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022 3.23		0	2022	6	INV	P	2,959.49	289833	MS POWER VARIOUS DE
										ACCOUNT TOTAL	2,959.49
077650	635000				BUILDING R&M						
002754	ESSCO HEATING AND A/	40976		226626	2022	6	INV	P	3,250.00	289760	REPLACE LIQUID LINE
										ACCOUNT TOTAL	3,250.00
					ORG 077650	TOTAL			7,813.63		
FUND 077 COMMUNITY CENTERS' FUND					TOTAL:			7,813.63			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6														
ACCOUNT/VENDOR		INVOICE		PO		YEAR/PR TYP S			WARRANT		CHECK		DESCRIPTION	
082285		CDBG-ENTITLEMENTS												
082285 525000		GAS AND OIL												
001002	CITY OF HATTIESBURG	12320008	2/22	FUND82	0	2022	6	INV	P	179.79		289734	FUEL USAGE	2/1-2/28
									ACCOUNT TOTAL	179.79				
									ORG 082285 TOTAL	179.79				
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT									TOTAL:	179.79				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
088603					PUBLIC SAFETY/REC CONSTRUCTION						
088603 710022					POLICE DEPARTMENT						
002077	ALBERT & MCCLESKEY A 68			0	2022	6	INV	P	8,151.38	289691	MB 2018-295 PUBLIC
002996	HANCO CORP			PSC NO. 37	0	2022	6	INV	P	338,835.64	289782 MB 2019-45 PUBLIC S
ACCOUNT TOTAL									346,987.02		
088603 729501					HALL AVENUE OVERPASS						
003764	NEEL-SCHAFFER INC			1077529-1078135	0	2022	6	INV	P	18,627.14	289840 MB 2019-115 HALL AV
003764	NEEL-SCHAFFER INC			1077531	0	2022	6	INV	P	64,096.87	289840 MB 2021-160 HALL AV
003764	NEEL-SCHAFFER INC			1078137	0	2022	6	INV	P	38,248.84	289840 MB 2021-160 HALL AV
003764	NEEL-SCHAFFER INC			21-25 BOWLBY	0	2022	6	INV	P	2,244.08	289840 MB 2021-160 HALL AV
									123,216.93		
048667	R & J CONSTRUCTION			HALL AVE EAST #1	0	2022	6	INV	P	633,511.57	289859 MB 2021-325 HALL AV
ACCOUNT TOTAL									756,728.50		
ORG 088603 TOTAL									1,103,715.52		
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION						TOTAL:		1,103,715.52			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/6 TO 2022/6									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
097201				INFRA IMPROVE-INTRNT SALES TAX					
097201 721008				KIMBALL AVE PEDESTRIAN BRIDGE					
048485 RYALS CONSTRUCTION L 266415		226464	2022 6	INV P	28,684.00			289876	2-QUOTE KIMBALL AVE
ACCOUNT TOTAL					28,684.00				
ORG 097201 TOTAL					28,684.00				
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:					28,684.00				

** END OF REPORT - Generated by Jacqueline Thorne **

|City of Hattiesburg, MS
|A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		406,448.28
002 PARKS & RECREATION FUND		95,006.64
005 HATT.MUNICIPAL FIRE PROTECTION		1,356.00
009 WATER & SEWER OPERATION/MAINT.		240,995.93
011 WATER & SEWER FUND		9,444.44
019 POLICE FORFEITURES FUND		285.02
039 AIRPORT IMPROVEMENT FUND		26,925.75
072 MUNICIPAL ROAD & BRIDGE		473,569.34
073 MASS TRANSIT FUND		46,866.77
075 WATER&SEWER CONSTRUCTION FUND		880,087.42
077 COMMUNITY CENTERS' FUND		7,813.63
082 COMMUNITY DEVELOP. BLOCK GRANT		179.79
088 PUBLIC SAFETY/REC CONSTRUCTION		1,103,715.52
097 INFRA IMPROVE-INTRNT SALES TAX		28,684.00
801 CLAIMS FUND		
	3,321,378.53	
TOTAL	3,321,378.53	3,321,378.53

** END OF REPORT - Generated by Jacqueline Thorne **



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: April 4, 2022

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING MARCH 31, 2022

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
001	HATTIESBURG DOWNTOWN ASSOC	2022 AD	N/A	2022 ANNUAL MEETING ADVERTISEMNET	4/1/22	1000320	2,500.00

TOTAL 2,500.00